

Release

FULL

107-20 CIVIL LAW DEPOSITION  
RECEIVED AFTER OCTOBER 3, 2001

East Poplar Oil Field

DEPOSITION EX

Region 8



13556

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

CARY G. YOUPEE; D. DWIGHT  
YOUPEE; JOSI YOUPEE; RENE  
MARTELL; MARVIN K. YOUPEE, SR.,  
individually and as represen-  
tative and next friend of  
MARVIN YOUPEE, JR., WILLIAM  
YOUPEE III, IRIS YOUPEE, and  
BRITTANY YOUPEE; EUGENE ABBOTT;  
MARGARET ABBOTT; CHARLES FOUR  
BEAR, individually and as  
representative and next friend  
of JORAY FOUR BEAR, JONATHON  
LITTLE WHIRLWIND, AVA LEE  
LITTLE WHIRLWIND and CHARLES  
FOUR BEAR II; ANNA FOUR BEAR;  
GEORGE F. RICKER, SR.; HELEN  
RICKER; GEORGE F. RICKER, JR.,  
individually and as represen-  
tative and next friend of ERIN  
RICKER; WILLIAM T. RICKER;  
ABIGAIL REDDOOR; IRMA REDDOOR;  
LAURA BLEAZARD, individually  
and as representative and next  
friend of DAVID BLEAZARD; ROSS  
BLEAZARD; ERICA BLEAZARD;  
TRIVIAN GRAINGER, individually  
and as representative and next  
friend of DANIEL GRAINGER and  
ADAM GRAINGER; DAVID GRAINGER;  
DAWN GRAINGER; DENISE GRAINGER,  
individually and as represen-  
tative and next friend of  
JORDAN GRAINGER, JAY GRANDCHAMP  
and TINA KOHL; DONNA BUCKLES-  
WHITMER; WARREN WHITMER; and  
ALLEN YOUPEE,

CV-98-108-BLG-JDS

DEPOSITION  
EXHIBITS

Plaintiffs,)

v. )

MURPHY EXPLORATION & PRODUCTION  
CO., a Delaware corporation;  
MESA PETROLEUM CO., a Delaware  
corporation; PIONEER NATURAL  
RESOURCES USA, INC., a Delaware  
corporation; SAMSON HYDRO-  
CARBONS COMPANY, an Oklahoma

corporation; MARATHON OIL, an )  
 Ohio corporation; and JOHN DOES )  
 10 through 50, )  
 Defendants.)

#### DEPOSITION EXHIBITS

50 05/29/01 Notice of Deposition and Notice to Designate

51 1997 Map by Thamke and Craigg, Water-Resources Investigations Report 97-4000

52 07/23/81 CAODC Exhibit A, Bid Sheet and Well Specifications for Standard Drilling Contract

53 03/26/01 Answer of Marathon Oil Company to Plaintiffs' Seventh Amended Complaint and Demand for Jury Trial

54 05/29/01 Notice of Deposition and Notice to Designate

55 04/17/01 Letter to Dolan from Ross

56 04/00 Pioneer Natural Resources' Field Investigation Plan

57 06/04/01 Answer of Defendants Mesa Petroleum Co. and Pioneer Natural Resources, USA, Inc. to Plaintiffs' Eighth Amended Complaint

58 03/00 Community Relations Plan, Former Mesa Production/Disposal Well Site, East Poplar Oil Field, Fort Peck Indian Reservation

59 08/00 Excerpt, p. 9, CH2MHill Report, Field Investigation, Biere Well Evaluation

60 09/11/84 - 09/17/84 Addition to Well Record, Biere 1-22

.....

1 Richard J. Dolan  
Brian K. Gallik  
2 GOETZ, GALLIK, BALDWIN & DOLAN, P.C.  
35 North Grand  
3 P.O. Box 6580  
Bozeman, MT 59771-6580  
4 (406) 587-0618

5 ATTORNEYS FOR PLAINTIFFS

6  
7  
8 IN THE UNITED STATES DISTRICT COURT  
FOR THE STATE OF MONTANA  
9 BILLINGS DIVISION

10 \* \* \* \* \*

Cause No. CV-98-108-BLG-JDS

11 CARY G. YOUPEE; D. DWIGHT YOUPEE;  
JOSI YOUPEE; RENE MARTELL; MARVIN  
K. YOUPEE, SR., individually and  
12 as representative and next friend  
of MARVIN YOUPEE, JR., WILLIAM  
13 YOUPEE III, IRIS YOUPEE, and  
BRITTANY YOUPEE; EUGENE ABBOTT;  
14 MARGARET ABBOTT; CHARLES FOUR BEAR,  
individually and as representative  
15 and next friend of JORAY FOUR BEAR,  
JONATHAN LITTLE, WHIRLWIND, AVA LEE  
16 LITTLE WHIRLWIND and CHARLES FOUR  
BEAR II; ANNA FOUR BEAR; GEORGE F.  
17 RICKER, SR.; HELEN RICKER;  
GEORGE F. RICKER, JR., individually  
18 and as representative and next friend  
of ERIN RICKER; WILLIAM T. RICKER;  
19 ABIGAIL REDDOOR; IRMA REDDOOR; LAURA  
BLEAZARD, individually and as  
20 representative and next friend of DAVID  
BLEAZARD; ROSS BLEAZARD; ERICA BLEAZARD;  
21 TRIVIAN GRAINGER, individually and  
as representative and next friend of  
22 DANIEL GRAINGER and ADAM GRAINGER; DAVID  
GRAINGER; DAWN GRAINGER; DENISE GRAINGER,  
23 individually and as representative and  
next friend of JORDAN GRAINGER, JAY GRANDCHAMP  
24 and TINA KOHL; DONNA BUCKLES-WHITMER; WARREN  
WHITMER; and ALLEN YOUPEE,

25 Plaintiffs,

26 v.

27 MURPHY EXPLORATION & PRODUCTION  
CO., a Delaware corporation;  
28 MESA PETROLEUM CO., a Delaware  
corporation; PIONEER NATURAL



1 RESOURCES USA, INC., a Delaware  
2 corporation; SAMSON HYDROCARBONS  
3 COMPANY, an Oklahoma corporation;  
4 MARATHON OIL, an Ohio corporation;  
5 and JOHN DOES 10 through 50,

6 Defendants.

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7 NOTICE OF DEPOSITION AND NOTICE TO DESIGNATE

8 TO: Marathon Oil Company, and its attorney of record Gerald Murphy:

9 The Plaintiffs, pursuant to Rule 30(b)(6), M.R.Civ.P., will take the deposition of  
10 Marathon Oil Company, a Corporation of 1501 Stampede Avenue, Cody, Wyoming 82414, #972-  
11 444-9001. Upon oral examination on June 19, 2001 at the hour of 9:00 a.m., before Joann C.  
12 Bacheller, Court Reporting Services at Moulton, Bellingham, Longo & Mather, P.C., Suite 1900,  
13 Sheraton Plaza, P.O. Box 2559, Billings, MT 59103-2559. The examination will continue from  
14 day to day until completed.

15 Marathon Oil Company shall designate one or more officers, agents, or other persons who  
16 can testify on its behalf with respect to the following matters:

- 17 1. Corporate finances such as yearly net income and yearly dividends paid for the last  
18 three years for purposes of figuring appropriate punitive damages.
- 19 2. Acquisition of oil and gas leases which make up the Unit.
- 20 3. Formation and operation of the Unit.
- 21 4. Operation of the wells and related facilities on or near the Plaintiffs' property and  
22 on adjacent property within the Unit.
- 23 5. Knowledge of oil and/or saltwater spills or leaks to the surface as well as  
24 underground leaks to freshwater.
- 25 6. Knowledge of mechanical problems with any of its wells or related equipment or  
26 facilities.
- 27 7. Environmental policies including procedures for reporting and cleaning up leaks  
28 and/or spills.
8. Policy regarding plugging of wells and remediation of pits.

- 1        9.     Knowledge of the location, type, size, and status of all pipelines historically or  
2                presently in use of the unit. This includes any pipelines that run to or from the unit  
3                to another location.
- 4        10.    Knowledge of all pipeline easements.
- 5        11.    Knowledge of all field operations on lands near the Plaintiffs' property.
- 6        12.    Insurance coverage regarding the Plaintiffs' claims.
- 7        13.    Knowledge of the factual basis of its affirmative defenses.
- 8        14.    Knowledge of the history and ownership of the property and operations that are  
9                the subject of the lawsuit. This would include any conveyance or assignment of  
10               rights in the property or operations and any enlargement of rights to the property  
11               and operations.
- 12       15.    Knowledge of the operations of all pipelines such as size and types of lines, depth  
13               of lines and products transported by such pipelines.
- 14       16.    Knowledge of the physical changes in the operations and property over time. This  
15               would include drilling of wells, plugging of wells, building of pits, closing of pits,  
16               injection and disposal activities, installation of pipelines, removal of pipelines,  
17               repairs of pipelines, well status, surface storage facility operations, line lease  
18               agreements, cooperative agreements and saltwater disposal agreements.
- 19       17.    Knowledge of all engineering and/or geologic studies having to do with operations  
20               including drilling, production, completion, plugging, abandonment, disposal,  
21               injection, secondary recovery, tertiary recovery, original oil in place, fill up, gas  
22               caps, drive mechanisms, formations, fresh water aquifers, formation pressures,  
23               formation fluids, corrosion, fluid levels, divestiture and any and all other aspects of  
24               the oil and gas operations which have been carried out by Marathon.
- 25       18.    Knowledge of how the oil and gas operations are monitored to insure good  
26               maintenance practices are adhered to and that these operations do not impact the  
27               environment.
- 28

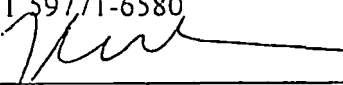
19. Knowledge of how the Defendant makes sure it is complying with state and federal laws governing its oil and gas operations.
20. Knowledge of the state and federal laws which govern its oil and gas operations.
21. Knowledge of compliance or non-compliance with all regulatory requirements.
22. Knowledge of the financial worth of the company.
23. Knowledge of any communications with Plaintiffs.
24. Knowledge of any communications with governmental agencies concerning claims of pollution in the area of the Plaintiffs' property.
25. Knowledge of any communications with the United States Geologic Survey.
26. Knowledge of all ground water testing during the ordinary course of business in the area of the Plaintiffs' property.
27. Knowledge of all testing, including but not limited to monitor wells, geophysical surveys, boreholes, water wells and surface waters which would insure the Defendants' oil and gas operations were not causing pollution.
28. The responses that the Defendants have made to charges of pollution by the USGS and the EPA. This should include all testing and investigations.

The Plaintiff requests Marathon Oil Company, pursuant to Rule 34, M.R.Civ.P., to produce at the above time and place, and permit the Plaintiff to inspect and copy, photograph, etc. the following:

1. All documents responsive to Plaintiffs' prior discovery requests that have been located, discovered, and/or generated but have not been produced.

DATED this 27 day of May, 2001.

Richard J. Dolan  
Brian K. Gallik  
GOETZ, GALLIK, BALDWIN & DOLAN, P.C.  
35 North Grand  
P.O. Box 6580  
Bozeman, MT 59771-6580

By:   
Brian K. Gallik  
ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above and foregoing was duly served upon the following by depositing same, postage prepaid, in the United States mail this 2 day of May, 2001.

Carolyn S. Ostby  
Michael E. Webster  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
500 Transwestern Plaza II  
490 North 31st Street  
P.O. Box 2529  
Billings, MT 59103-2529

Attorneys for Murphy  
Exploration & Production  
Co.

John Walker Ross  
Brown Law Firm, P.C.  
315 North 24th Street  
P.O. Box 849  
Billings, MT 59103-0849

Attorneys for Mesa  
Petroleum Co. and Pioneer  
Natural Resources, USA,  
Inc.

Robert Sterup  
Dorsey & Whitney LLP  
1200 First Interstate Center  
401 North 31st Street  
P.O. Box 7188  
Billings, MT 59103


Attorneys for Samson  
Hydrocarbons Company

Gerald B. Murphy  
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P.O. Box 2559  
Billings, MT 59103-2559

Attorneys for Marathon  
Oil Company

Kirby J. Iler  
Regional Counsel  
Marathon Oil Company  
1501 Stampede Avenue  
Cody, WY 82414-4721

Attorneys for

  
\_\_\_\_\_  
Brian K. Gallik





CONTRACT NUMBER	
OPERATOR	CONTRACTOR

## EXHIBIT A BID SHEET AND WELL SPECIFICATIONS FOR STANDARD DRILLING CONTRACT

TO: (Contractor)  
Bird Drilling Inc.  
800 - 304 - 8th Ave. S.W.  
Calgary, Alberta T2P 1C2

FROM: (Operator)  
Texas Oil & Gas Corporation  
300 - 2705 Montana Ave.  
Billings, Montana 59101

Gentlemen:

We solicit your bid to drill and complete the hereinafter designated well. This bid form has been filled in by us to the extent necessary to disclose the manner in which we desire the well to be drilled. If you desire to submit a bid, please complete this instrument in every respect, execute the original and two copies, and return to our office at \_\_\_\_\_ not later than \_\_\_\_\_ hours.

Very truly yours,

Texas Oil & Gas Corporation

Operator

By: \_\_\_\_\_

**1. NAME AND LOCATION OF WELL:**

Well Name Buckles B #1 State of Montana -Roosevelt Cty.  
Well Location and Land Description NW/NE Sec. 22, 28N, 51E

**2. COMMENCEMENT DATE:**

Contractor agrees to commence actual drilling operations at the above location on or before to be determined 19\_\_\_\_\_, or, in the event Operator is to clear and grade and furnish roadway or other ingress or egress facilities within \_\_\_\_\_ days from the date of completion of the clearing and grading and construction of roadway, or such other ingress or egress facilities, whichever is the later.

**3. DEPTH:**

Subject to right of Operator to abandon the well or to have the well completed at a lesser depth, Contractor agrees to drill the well to a total contract depth of 6,000 feet ~~or more~~ Contractor will drill the well on a drilling basis (see Section 13 hereof) to \_\_\_\_\_ metres or the top of the \_\_\_\_\_ formation, or \_\_\_\_\_ metres into \_\_\_\_\_ formation, whichever is first reached. Drilling between the drilling contract depth and final contract depth, if any, shall be at daywork rates as specified in Section 13 hereof.

**4. RIG AND EQUIPMENT TO BE FURNISHED BY CONTRACTOR:**

4.1 Contractor's rig # 5 or 7 and inventory attached or see Item 4.2.

4.2 Contractor's rig # \_\_\_\_\_

Drawworks \_\_\_\_\_

Engines — number, make and models \_\_\_\_\_

Slush pumps — make, model and size \_\_\_\_\_

Auxiliary pump and power \_\_\_\_\_

Derrick or mast — make, size and capacity \_\_\_\_\_

Substructure — height and capacity \_\_\_\_\_

Drill pipe — sizes and amounts \_\_\_\_\_

Drill collars — sizes and numbers \_\_\_\_\_

Present location of rig \_\_\_\_\_

Estimated availability of rig \_\_\_\_\_

4.3 Blowout preventers — power actuated.

Casing String	BOP Size	Pressure Rating	No. & Style	BOP Pressure Tests	
				Frequency	kPa
Surface:	<u>10"</u>	<u>900</u>	<u>Shaffer</u>	<u>24 hours</u>	<u>1,000 psi</u>
Intermediate:					
Production:	<u>10"</u>	<u>900</u>	<u>Hydril</u>	<u>24 hours</u>	<u>1,000 psi</u>

**5. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY DESIGNATED PARTY:**

The machinery, equipment, tools, materials, supplies, instruments, servicing and labour listed as the following numbered items include any transportation required for such items unless otherwise specified and shall be provided at the location and at the expense of the party hereto as designated by an "X" in the appropriate column. (Also see Section 2.4 of the Drilling Contract).

- | Item  | To Be Provided By | At the Expense of |
|---|-------------------|-------------------|
|   | Contractor        | Operator          |
| 5.1 Provision for and maintenance of adequate roadway to location, rights of way including road tolls, highway crossings, cattleguards and gates. | 0                 | 0                 |
| 5.2 Clearing and grading of location.   | 0                 | 0                 |

To Be Provided By	
Contractor	Operator
0	0
0	0

At the Expense of	
Contractor	Operator
0	0
0	0



Item	To Be Provided By		At the Expense of	
	Contractor	Operator	Contractor	Operator
5.3 (a) Cellar and matting _____	C		C	
(b) Rathole, conductor, mousehole expense to \$ _____ (1)		0		0
(c) Rathole, conductor, mousehole expense in excess of \$ _____ (1)		0		0
(1) includes expenses of materials, drilling, setting and cementing same.				
5.4 Slush pits or special steel pits. _____		0		0
5.5 Transportation of Contractor's rig: Operator will be responsible to move				
(a) Move in and rig up costs of \$ <u>Contractors rig to the above location</u>				
(b) Move out costs of \$ <u>including trucking and rig up labour.</u>				
(c) Stack out costs of \$ <u>Extra labour or trucking costs to move</u>				
cased well. <u>in or off location resulting from</u>				
(d) Labour costs of \$ <u>adverse lease or weather conditions</u>				
(e) Labour costs of \$ <u>will be charged to the Operator.</u>				
(f) Leveling of rig _____				
(g) _____				
5.6 Towing services to include truck charges for rig or additional equipment. _____		0		0
5.7 Special moving equipment for rig supplies or personnel if road becomes impassable by normal transportation means or vehicles. _____		0		0
5.8 Steel mud & circulating tanks of _____ m' volume. _____	C		C	
5.9 Fuel: Rig and camp _____		0		0
Boiler _____				
Other _____				
Normal fuel storage of <u>1,500 gals.</u> litres	C		C	
Additional fuel storage of _____ litres				
The cost of fuel is included in the quoted drilling and/or daywork rates based on \$ <u>.45c per gal.</u> per bbl of diesel fuel, F.O.B. location. Operator will reimburse Contractor for any additional fuel costs above \$ <u>.45c per gal.</u> per bbl, F.O.B. location.				
5.10 Total water costs (1) for rig and camp to \$ _____ per day.		0		0
Total water costs (1) for rig and camp in excess of \$ _____ per day.				
(1) Calculated from spud to release of rig and total water costs include hauling costs prior to spud.				
5.11 Water storage at location <u>250 bbls.</u> m <sup>3</sup> _____	C		C	
5.12 Bits — drilling _____	C		C	
— daywork _____		0		0
5.13 Reamers, stabilizers, special drilling tools: _____				
— drilling _____	C		C	
— daywork _____		0		0
5.14 Diamond core barrel, handling tools and accessories _____		0		0
5.15 Casing, essentially as specified herein _____		0		0
5.16 Casing shoes, floats, centralizers, scratchers _____		0		0
5.17 Casing tools (as per casing program) _____		0		0
5.18 Power casing tongs for — surface casing _____		0		0
— intermediate casing _____		0		0
— long string _____		0		0
5.19 Tubing _____		0		0
5.20 Tubing tools _____		0		0
5.21 Tubing power tongs _____		0		0
5.22 Cement and cementing services for — surface casing _____		0		0
— intermediate casing _____		0		0
— long string _____		0		0
5.23 Extra labour for casing jobs _____		0		0
5.24 Swabbing unit with swab line _____		0		0
5.25 Swabbing accessories to include cups, lubricators, sinker bar, etc. _____		0		0
5.26 Electrical logging and other wire line formation survey services _____		0		0
5.27 Drill stem formation testing services _____		0		0
5.28 Gun or jet perforating services _____		0		0
5.29 Inspection services for Contractor's drill string _____				
	C		C	
5.30 Special strings of drill pipe and drill collars as follows: _____		0		0
		0		0
5.31 Kelly joints, subs, elevators, slips and handling tools for use with special strings of drill pipe and drill collars _____		0		0
5.32 Drill pipe protectors for kelly joints and each joint of drill pipe running inside of casing for use with normal strings of drill pipe _____		0		0
5.33 Drill pipe protectors for kelly joints and each joint of drill pipe running inside of casing for use with above noted special strings of drill pipe _____		0		0
5.34 Fishing tools and services—drilling _____	C		C	
—daywork _____		0		0
5.35 <u>One</u> pen penetration and recording device _____		0		0
5.36 Conventional drift indicator _____	C		C	

# 8. STRAIGHT HOLE SPECIFICATIONS:

Well Depth		Maximum Distance Between Surveys, metres	Maximum Deviation from Vertical, Degrees	Maximum Change of Angle (or Over-All Angle) Between Any Two Surveys, Degrees*
From	To			
<u>As determined by Operator.</u>			<u>2°</u>	<u>1/2°</u>
<u>Contractor will make every effort to insure that the hole remains within Operators deviation limits, however should deviation occur greater than specified above, the rig will immediately go on Daywork</u>			<u>5°</u>	<u>1°</u>
		metres shall be _____		

\*Reduce proportionately for survey intervals less than 30 metres, but do not use intervals less than 10 metres. The foregoing rate of change shall not be limiting in case of whipstocking approved by Operator.

# 9. PROPOSED CORING PROGRAM:

Approx. Depth	Formation	Type Core	Size	metres
<u>To be determined by the Operator</u>				

# 10. PROPOSED WIRE LINE SURVEYS:

Type or Kind	From	To	Remarks
<u>To be determined by the Operator</u>			

# 11. PROPOSED FLUID PRODUCTION TESTS:

Type or Kind	From	To	Zone to be tested
<u>To be determined by the Operator</u>			

# 12. DESIGNATED REPRESENTATIVES:

Operator	Contractor
<u>Leo Heath</u>	<u>T. Ulrichsen or R. Currie</u>
(name)	(name)
<u>300 - 2705 Montana Ave. Billings, Montana</u>	<u>800 - 304 - 8th Ave. S.W., Calgary, Alberta</u>
(address)	(address)
<u>(406) 248-4330</u>	<u>(403) 269-1411 or (403) 271-6897</u>
(day telephone number)	(day telephone number)
_____	_____
(night telephone number)	(night telephone number)

# 13. COMPENSATION TO BE PAID CONTRACTOR:

- (a) For work performed on a drilling basis, the sum of \$ 20.00 per <sup>foot</sup> ~~metre~~ for each linear <sup>foot</sup> ~~metre~~ of hole drilled. Such linear measure shall be determined by steel line measurement and such measurement shall be from top of rotary drive bushing to the total depth drilled less distance from ground level or water bottom to the top of the rotary drive bushing and less metres drilled while work is performed on a daywork basis. If a cellar is furnished by Operator, ground level shall be construed to mean the bottom of such cellar.
- (b) For all work performed with a full crew on a daywork basis, as defined in the contract, Contractor shall be paid a rate for each twenty-four (24) hour day as follows:

Depth Intervals		With Drill Pipe	Without Drill Pipe	Using Operator's Pipe
From	To			
<u>0</u>	<u>T.D.</u>	<u>\$6,600.00</u>	<u>\$6,600.00</u>	<u>\$6,600.00</u>

- (c) A full crew shall consist of 5 men. Each shift shall consist of 8 hours. For each man the crew is short, Contractor's day rate shall be reduced by the daily rate of pay for such man.
- (d) If it becomes necessary to shut down Contractor's rig for repairs while Contractor is performing work on a daywork basis, Contractor shall be allowed compensation during such repairs at the applicable daywork rate commensurate with the stage of operations then in effect. The number of hours for which Contractor is to be compensated shall be limited as follows:  
For any one repair job: \_\_\_\_\_ hours  
Total hours per month: \_\_\_\_\_  
Total hours in the aggregate for the well: 18
- (e) For standby time while waiting on orders or materials, services or other items to be furnished by Operator, a standby rate of \$ 6,600.00 per twenty-four (24) hour day with full crew or \$ 4,080.00 per twenty-four (24) hour day with no crew. Watchmen shall be charged at \$ \_\_\_\_\_ /man/twenty-four (24) hour day. Other standby: \_\_\_\_\_
- (f) If the formation drilled to on a drilling basis is unproductive and Operator elects to plug and abandon the hole, Contractor agrees to furnish up to 12 hours of rig time without charge for such abandonment. This period begins as soon as orders are received to either run casing or abandon & continues until 5 hours after the casing is satisfactorily cemented or the last plug is run on abandonment - any additional time required to set casing or abandon will be on a Daywork basis.

C17901

MAR-168

Item	To be Provided By		At the Expense of	
	Contractor	Operator	Contractor	Operator
5.37 Normal storage for mud and chemicals				
5.38 Well head connections and all equipment to be installed in or on well head or on the premises for use in completion of the well				
5.39 Well site restoration to include pits				
5.40 Welding services for casing jobs and/or well head connection				
5.41 Casing bowl: size _____ type _____				
5.42 Crew transportation and subsistence expense \$ <u>50.00</u> per man/day or \$ _____ including toolpush _____ per day.	C			0
5.43 Camp: 4 unit camp (20 men) while in use, chargeable at \$ _____ per day.				
_____ unit camp (_____ men) while in use, chargeable at \$ _____ per day.				
Camp standby at \$ _____ per day				
Camp transportation				
Camp personnel transportation				
Transportation of groceries				
Separate light plant (if required) at \$ _____ per day				
Other _____				
5.44 Boiler and normal winterization:				
_____ boilers while in use, chargeable at \$ _____ per day.				
Special winterization of _____				
5.45 Desander: _____ type at \$ _____ per day.		0		0
5.46 Desilter: _____ type at \$ <u>175.00</u> per day.	C			0
5.47 Degasser: _____ type at \$ _____ per day.		0		0
5.48 High Speed Shale Shaker _____ type at \$ _____ per day.				
5.49 Shock Sub: _____ type at \$ _____ per day.				
5.50 Special mud-treating equipment of _____		0		0
5.51 BOP bleed-off manifold: size _____ 2"	C		C	
5.52 Special manifold equipment as follows:				
at \$ _____ per day.		0		0
5.53 Overtime crew labor charge for Statutory Holidays or at Operator's request		0		0
5.54 Breathing and safety apparatus:				
(a) Normal required by Worker's Compensation Board.		0		0
(b) Special breathing or safety equipment apparatus and supervision required because of hydrogen sulphide testing, hole conditions, well site remoteness, etc.		0		0
5.55 Special allowance for oil-based or Invert mud:				
(a) \$ _____ per man per day clothing allowance based on _____ men.				
(b) \$ _____ per day for additional rig expense.				
5.56 Municipal well tax & inhibitors or chemicals for drilling string.				
5.57 Protection-oxygen scavenger plus H <sub>2</sub> S protection. Any _____				
5.58 Damage to drill string due to H <sub>2</sub> S gas or corrosive drilling fluids will be charged to the Operator.				
5.59 _____				
5.60 Additional equipment and services:				
_____				
_____				

#### 6. CASING AND CEMENTING PROGRAM:

Hole Diameter mm	Casing OD mm	kg/m	Approx. Setting Depth mm	Running of Casing: Drilling or Daywork	WOC Hrs. Cut Off	Drill Out	WOC Time on Contractor or Operator
<u>12-1/4"</u>	<u>8-5/8"</u>	<u>24 lb.</u>	<u>As determined</u>		<u>8</u>	<u>12</u>	<u>C</u>
<u>7-7/8"</u>	<u>5-1/2"</u>	<u>20 lb.</u>	<u>by Operator</u>				

It is understood should the picking up and running of tubing be performed after the plug is down on the long string, Contractor shall be deemed to be on daywork and shall be allowed compensation as set forth under the applicable daywork rates.

#### 7. MUD CONTROL PROGRAM (see Section 8.3 of the Drilling Contract)

Operator agrees to furnish all mud conditioners/additives and chemicals necessary for drilling the well and will arrange to purchase all necessary mud conditioning materials.

Depth Interval (metres)		Type Mud	Density kg/m <sup>3</sup>	Viscosity s/L	Water Loss cm <sup>3</sup>
From	To				
<u>0</u>	<u>Dakota</u>	<u>Salt Water</u>			<u>Water loss</u>
<u>Dakota</u>	<u>T.D.</u>	<u>Gel-Starch</u>			<u>control over</u>
					<u>bottom 300' only</u>

It is understood, in the event it becomes necessary to discontinue drilling operations and to suddenly raise the mud density 11.0 lb./gal. kg/m<sup>3</sup>, it will conclusively constitute "abnormal pressure" as that term is employed in Section 9.2 of the Drilling Contract. Operations will thereafter go forward under the terms of such provision (Section 9.2 of the Drilling Contract) until such condition has been overcome, the well is under control and the mud system stable. Should the new stabilized density be in excess of 11.0 lb./gal. kg/m<sup>3</sup>, all subsequent operations shall be conducted on a daywork basis.

Other Mud Specifications: \_\_\_\_\_

- (g) During the term of the Drilling Contract, the rates set forth herein shall be revised to compensate Contractor for any escalation in its cost of labour, catering, fuel, motor oil, insurance, and transportation should such escalation be general throughout the drilling industry. The date of revision is to be the date of escalation.
- (h) The basis for payment to Contractor for equipment lost or damaged in the hole while on daywork or for equipment lost or damaged in any other circumstances where Operator is liable or responsible for Contractor's equipment under or by reason of any provision of the Drilling Contract shall be 90 percent of new replacement costs at the time of delivery, F.O.B. wellsite.
- (i) Surface Hole Clause 9.2:  
All time spent in excess of 12 hours calculated from spud to plug down after the setting and cementing of the surface casing will be charged to Operator at the applicable daywork rate.  
Operator will be charged for all bits in excess of One bits to drill the surface hole.
- (j) Loss of circulation time (See Section 9.4 of the Drilling Contract) shall be NIL hours.
- (k) Should Contractor purchase for Operator at Operator's request any materials, supplies, services or equipment, including tubular goods, which Operator is obligated to furnish under the terms of this Agreement, Operator agrees to pay Contractor within thirty (30) days after date of receipt of Contractor's invoice the actual cost of such materials, supplies, services, or equipment, plus NIL % handling charge, and NIL % handling charge for tubular goods.
- (l) Any sum or sums not paid within Sec. 4.2 & 4.3 of contract days after the due date herein specified shall bear interest at the rate of 1 1/2 percent per month from such due date until paid.

#### 14. SPECIAL PROVISIONS:

1. All rig time lost through delays caused by adverse weather conditions will be charged to the Operator on a Daywork basis.
2. Extra labour costs resulting from overtime to run casing, move and rig up or out will be charged to the Operator at cost plus 20% Payroll Burden.
3. All rig time that is employed in waiting on services or supplies, including fuel and water, for reasons beyond the control of Contractor (such as conditions resulting from weather, breakdown of service company equipment, failure of service equipment to arrive on schedule, etc.) shall be charged to the Operator, in addition to the footage price on a daywork basis.
4. In the case of any lost circulation or water flows from any formation, the rig will immediately go on a daywork basis and footage drilled during this period will be deducted from the footage invoice.
5. Any extra costs incurred as a result of any casing failures will be the responsibility of the Operator.
6. Schock-Sub rental will be charged to the Operator.
7. In the event of any casing failure, the rig will immediately go on Daywork.

In response to the above request, our bid for the drilling of the well hereinabove, described is submitted as set forth above.

Bird Drilling Inc.

Date: July 2, 1981

ACCEPTED this 23rd day of July

A.D. 19 81

By: [Signature] Contractor

Texas Oil & Gas Corporation

By: [Signature] Operator



CONTRACT NUMBER	
OPERATOR	CONTRACTOR

## STANDARD DRILLING CONTRACT

THIS AGREEMENT made and entered into by and between Texas Oil & Gas Corporation  
2705 Montana Avenue  
Suite 300  
Billings, Montana 59101 USA  
hereinafter called Operator, and Bird Drilling Inc.  
800 - 304 - 8th Ave. S.W.  
Calgary, Alberta  
T2P 1C2  
hereinafter called Contractor

### WITNESSETH THAT:

WHEREAS Operator is the owner, and/or Operator, of certain property or properties on which it desires to have a well drilled and completed in search of oil or gas; and

WHEREAS Contractor represents that it has adequate equipment in good working order and personnel capable of efficiently operating such equipment with which it desires to drill and complete such well for Operator;

NOW THEREFORE the parties hereto, each in consideration of the covenants and agreements of the other, mutually agree as follows:-

### 1. WORK TO BE DONE, LOCATION, COMMENCEMENT DATE AND DEPTH:

1.1 Contractor agrees to drill and complete the hereinafter designated well in accordance with all the provisions hereof and other conditions and specifications set forth in the Bid Sheet and Well Specifications, identified as Exhibit A attached to and made part of this Agreement.

1.2 Contractor further agrees to commence operations for the drilling of the well at the location, on the date and to the depth agreed upon in Sections 1, 2 and 3 of Exhibit A hereof.

### 2. LABOUR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES:

2.1 Contractor shall furnish the labour, equipment, materials, supplies and services described in Exhibit A.

2.2 Additional material, equipment, special tools, supplies and services necessary or proper to the drilling and completion of the well shall be furnished at the drill site by the party designated in Section 5 of Exhibit A. Should other tools, materials, equipment, supplies, apparatus or services be necessary to the drilling or completion of the well, the cost of such tools, materials, equipment, supplies, apparatus or services and the manner in which they are to be furnished are to be agreed upon by the parties hereto.

2.3 Operator shall stake the location of the well and shall furnish such labour, materials, supplies and services as are specifically set out in Section 5 of Exhibit A.

2.4 Should Contractor purchase for Operator at Operator's request any materials, supplies, services or equipment, including tubular goods, which Operator is obligated to furnish under the terms of this Agreement, Operator agrees to pay Contractor within thirty (30) days after date of receipt of Contractor's invoice the actual cost of such materials, supplies, services, equipment, or tubular goods, plus handling charge specified in Exhibit A. Contractor agrees to furnish Operator copies of suppliers', vendors' or third party invoices covering such materials, supplies, services or equipment.

### 3. DRILLING RATE, DAYWORK RATE, STANDBY RATE, BASIS OF DETERMINING AMOUNTS PAYABLE TO CONTRACTOR:

3.1 Subject to all of the other provisions hereof, Operator agrees to pay Contractor for the work performed, services rendered, and the materials, equipment and supplies furnished by Contractor, a sum computed as hereafter prescribed.

3.2 For work performed on a drilling basis, Contractor shall be paid the rate agreed upon and specified in Section 13(a) of Exhibit A, multiplied by the linear measure of the hole drilled. Such linear measure of hole drilled shall be determined in the manner specified in Exhibit A.

3.3 For work performed on a daywork basis, Contractor shall be paid the daywork rate per twenty-four (24) hour day agreed upon and specified in Section 13(b) of Exhibit A.

3.4 If it is necessary to shut down Contractor's rig for repairs while Contractor is performing work on a daywork basis, Contractor shall be allowed compensation in the manner set out in Section 13(d) of Exhibit A.

3.5 When Contractor's rig is shut down, although in readiness to resume operations, but Contractor is awaiting orders of Operator, or materials, services or other items which Operator is obligated to furnish, Operator agrees to pay Contractor the standby rate specified in Section 13(c) of Exhibit A.

3.6 If loss of circulation occurs while operations are being conducted on a drilling basis, all operations until circulation is restored are to be conducted in accordance with the provisions set forth in Section 9 hereof.

3.7 The term "daywork" shall mean the work performed by Contractor at a stipulated sum per day as distinguished from work for which Contractor is compensated at a stipulated price per metre of hole drilled. Unless otherwise provided herein, the term "daywork" shall include, but not be limited to, the following work performed by Contractor:

- (a) All drilling below the contract drilling depth as provided in Exhibit A, including the setting of any string of casing below such depth.
- (b) All work performed by Contractor, whether or not prior to reaching the contract drilling depth, in an effort to restore the hole to such condition that further drilling or other operations may be conducted, in the event of loss or damage to the hole as a result of the failure of Operator's casing or equipment either during or after the running and setting of such casing, or as a result of the subsequent failure of the cementing job resulting in parted casing.
- (c) All other work performed by Contractor at the request of Operator, regardless of depth, which is not within the scope of the work to be performed on a drilling basis including, but not limited to, all coring, drill stem testing, balling, gun or jet perforating, electric logging, acid treatment, cleaning out, hydraulic fracturing, plugging, running tubing, setting liners, squeeze cementing, abandoning well and installation of well head equipment.

3.8 In determining the amount of daywork time for which Contractor is to be compensated, it is agreed, except as provided in Section 9 hereof, that such daywork time shall begin when Contractor, at the request of Operator, suspends normal drilling operations being conducted on a drilling basis, and shall include the time required to restore the hole to the same drilling conditions which existed when operations on a drilling basis were suspended. For daywork comprising less than a twenty-four (24) hour day, Contractor shall be paid the proper fractional part of the amount specified for a twenty-four (24) hour day. The proper fractional part of the time shall be computed to the nearest one-quarter (1/4) hour.

#### 4. TIME OF PAYMENT:

4.1 Conditional upon Contractor's compliance with the terms and conditions of this Agreement, Operator agrees to make payments to Contractor, as herein set out, until such time as the designated well is completed or abandoned.

4.2 Payment for work performed on a drilling basis shall be due and payable when Contractor completes performance of drilling work provided for by this contract. If Contractor performs any daywork prior to reaching the drilling contract depth, payment for such daywork shall be due and payable at the close of each calendar month.

4.3 If the duration of the hole is more than one month, payment shall be due and payable at the close of each calendar month for the metres drilled in such month.

4.4 Any sum or sums not paid after the due date herein specified shall bear interest at the rate specified in Exhibit A.

#### 5. STOPPAGE OF WORK BY OPERATOR:

5.1 Notwithstanding the provisions of Section 3 of Exhibit A, Operator shall have the right to direct the stoppage of the work to be performed by Contractor hereunder at any time prior to reaching the specified depth, and even though Contractor has made no default hereunder. In such event Operator shall be under no obligation to Contractor except as follows:-

5.2 If such work stoppage occurs prior to spudding of the well, Operator shall pay to Contractor the sum of the following: (a) all expenses reasonably and necessarily incurred by Contractor by reason of the contract and by reason of the premature stoppage of the work excluding, however, expenses of normal drilling crew and supervision; (b) fifteen percent (15%) of the amount of the expenses of item 5.2(a); and (c) a sum calculated at the standby rate with crews for all time from the date upon which Contractor commences any work hereunder down to such date subsequent to the date of work stoppage as will afford Contractor reasonable time to dismantle his rig and equipment.

5.3 If such work stoppage occurs after the spudding of the well, Operator shall pay to Contractor the sum of the following: (a) all expenses reasonably and necessarily incurred by Contractor by reason of the contract and by reason of the premature stoppage of the work excluding, however, expenses of normal drilling crew and supervision; (b) fifteen percent (15%) of the amount of the expenses in item 5.3 (a); and (c) a sum calculated at the daywork rate or standby rate with crews, whichever is applicable at the time, for all time from the date upon which Contractor commences any work hereunder down to such date subsequent to the date of work stoppage as will afford Contractor reasonable time to dismantle his rig and equipment.

#### 6. TAKE-OVER BY OPERATOR:

6.1 In the event of default on the part of Contractor in the performance of the work Operator shall give Contractor written notice thereof which shall specify in detail the nature of the default. Contractor shall have seven (7) days after receipt of such notice in which to correct or remedy the matter specified in such notice. If Contractor within the said seven (7) days period fails to correct or remedy the matter specified in such notice to Operator's satisfaction, Operator may take possession of any or all of Contractor's tools, rig, machinery and equipment at the well site and, with Operator's own employees or the employees of some other contractor, complete all or any portion of the work contemplated by this Agreement. If Operator takes over Contractor's tools, rig, machinery and equipment as herein provided, Operator shall pay Contractor during such take-over the standby with crew rate as provided in Section 13(d) of Exhibit A, less Operator's direct labour charges.

6.2 Operator shall, either at the completion or abandonment of the hole or in accordance with item 6.5 hereof, whichever is the sooner, return to Contractor all tools, rig, machinery and equipment so taken over in as good condition as when taken over, normal wear and tear excepted.

6.3 If Contractor carries insurance on Contractor's tools, rig, machinery and equipment such insurance shall be continued in effect during such take-over and Operator shall reimburse Contractor for the cost of such insurance during such take-over.

6.4 If Contractor's tools, rig, machinery and equipment are taken over by Operator as herein provided, all operations performed therewith during such take-over period shall be wholly at Operator's risk. Contractor's covenants of indemnity contained in this Agreement shall not apply during such take over period.

6.5 If, after Operator has taken over possession of any or all of Contractor's tools, rig, machinery and equipment as herein provided, Contractor demonstrates to the satisfaction of Operator that Contractor can correct or remedy the matter specified on Operator's notice pursuant to item 6.1 above, Operator shall return to Contractor all tools, rig, machinery and equipment so taken over and thereafter the provisions of this Agreement shall again apply.

#### 7. CASING PROGRAM:

7.1 The casing program shall be as provided in Section 6 of Exhibit A. The exact setting depth of each string of casing, the amount of cement, and the process to be used in cementing shall be specified by Operator at the time of each casing setting. Operator may modify said casing program but any modification thereof which materially increases Contractor's hazard or costs of performing its obligations hereunder can only be made by mutual agreement of Contractor and Operator.

7.2 Contractor shall run and cement all strings of casing and shall be compensated therefor either at drilling rates or at daywork rates as set out in Section 6 of Exhibit A. If casing is run and cemented at drilling rates, Contractor shall at its expense condition the hole (except following daywork operations), run and cement the casing and wait on cement to harden, with prescribed waiting time to commence when plug hits bottom. If casing is run and cemented at daywork rates, Contractor shall be paid for all time consumed in the process at applicable daywork rates. Recementing or time requested by Operator in excess of allowed cement hardening time shall be paid at applicable daywork rates. The setting of any string of casing below the contract depth shall be performed by Contractor under the direction of Operator and Operator shall pay for all time so consumed at the applicable daywork rate.

7.3 Contractor agrees to keep thread protectors on the casing until the casing is taken from the racks to be run into the hole, and to grease the thread with a suitable pipe lubricant as it is made up. Contractor further agrees to preserve all protectors and, after well is completed, to break down all surplus casing, put protectors on same as it is broken down and return such casing to the pipe racks at the rig.

7.4 If the hole is lost or damaged as a result of the failure of Operator's casing or equipment either during the running and setting of such casing or as a result of subsequent failure of the cement job or as a result of casing wear, such loss shall be borne by Operator.

#### 8. DRILLING METHODS AND PRACTICES:

8.1 Contractor agrees to perform all work to be conducted by it under the terms of this Agreement with due diligence and care in a good and workmanlike manner and in accordance with good drilling practices.

8.2 Contractor agrees to maintain its well control equipment in good operating condition at all times, testing it as prescribed in Section 4 of Exhibit A, and shall use all reasonable means to control and prevent fire and blowouts.

8.3 Subject to the terms hereof, Contractor agrees that at all times during the drilling of the well the Operator shall have the right to control the mud program. The drilling fluid must be of a type and have characteristics acceptable to Operator and be maintained by Contractor in accordance with the specifications shown in Section 7 of Exhibit A. No change or modification of said specifications which would materially increase Contractor's hazards or Contractor's costs of performing its obligations hereunder shall be made by Operator without consent of Contractor. Both Contractor and Operator shall have the right to make any tests of the drilling fluid which may be necessary. Should no mud control program be specified by Operator in Exhibit A, Contractor shall have the right to determine the mud program and the type and character of the drilling fluid during the time that Contractor is performing work upon a drilling basis under the terms of this Agreement.

8.4 Contractor agrees to keep a drilling time log of the well noting the depth and to save and label samples of formations as Operator may request. Such log shall at all times be subject to inspection of Operator or its representative; and, upon completion or abandonment of the well to which it pertains, shall become the exclusive property of Operator.

8.5 Contractor agrees that every effort will be made to drill a straight hole and to make diligent effort to maintain its slope within the allowable limits specified in Exhibit A. Contractor agrees to make slope tests as specified in Section 8 of Exhibit A, with the cost of making such slope tests to be included in the drilling rate if the well is being drilled on a drilling basis. If the slope of the hole is found to be beyond the limits specified in Exhibit A while work is being conducted on a drilling basis and if requested by Operator prior to running casing, Contractor agrees at its cost to cement off, redrill, or correct the slope of the hole to the satisfaction of Operator. Operator reserves the right to require slope tests additional to those specified in Exhibit A. In making such additional slope tests, if it is found that the slope of the hole is beyond the prescribed limits set forth in Exhibit A, the cost of such tests is to be borne by Contractor, and, if requested by Operator, prior to running casing, Contractor agrees at its own cost to cement off, redrill or correct the slope of the hole to Operator's satisfaction. If the slope of the hole is found to be within the prescribed limits of Exhibit A, rig time used to make the test shall be paid for at the applicable daywork rate.

#### 9. FORMATIONS DIFFICULT OR HAZARDOUS TO DRILL:

9.1 If chert, pyrite, quartzite, igneous rock or other impervious substances are encountered while drilling on a drilling basis and the metres drilled during each twenty-four (24) hour period multiplied by the drilling rate does not equal the applicable daywork rates plus the costs of bits, all drilling operations shall be conducted on a daywork basis at the applicable daywork rate with the Operator furnishing the bits until normal drilling operations and procedures can be resumed. The metres so drilled on daywork shall be deducted from the drilling charge.

9.2 If gravel, boulders, loss of circulation or deviation difficulties due to gravel or flowing water is encountered during the drilling of the surface hole, all time spent in excess of hours as set forth in Exhibit A, calculated from spud to plug down after the setting and cementing of surface casing will be charged to Operator at the applicable daywork rate. Operator will be charged for all bits in excess of number of bits as set forth in Exhibit A to drill the surface hole. In addition, the applicable drilling rate will apply to the total depth of the surface hole should such conditions prevail during the drilling of the surface hole.

9.3 If water flow, domal formation, abnormal pressure, underground mine or cavern, heaving shale, coal, or other similar condition is encountered under the surface casing shoe which makes drilling abnormally difficult or hazardous, causes sticking of drill pipe or casing, or other similar difficulty which precludes drilling ahead under reasonably normal procedures, Contractor shall, in all cases, without delay, exert every reasonable effort to overcome such difficulty and so notify Operator. When such conditions or conditions are encountered, further operations shall be conducted on a daywork basis at the applicable daywork rate until such conditions have been overcome and normal drilling operations can be resumed. Operator shall assume the risks of loss of or damage to the hole and to Contractor's equipment in the hole from the time such condition is encountered. The metres drilled while on such daywork operations shall be deducted from the drilling charge.

9.4 If loss of circulation or partial loss of circulation is encountered under the surface casing shoe; Contractor shall, without undue delay, exert every reasonable effort to overcome such difficulty. Immediately when such condition is encountered, Operator shall assume the risks of loss of or damage to the hole and to Contractor's equipment in the hole. Should such condition persist in spite of Contractor's efforts to overcome it, then after a cumulative period of time has been consumed in such efforts, further operations shall be conducted on a daywork basis at the applicable daywork rate until such condition has been overcome and normal drilling operations can be resumed.

#### 10. CORINGS AND CUTTINGS:

10.1 Contractor agrees to take cores as set out in Section 9 of Exhibit A and, in so doing, to utilize a type of equipment specified therein. All coring shall be paid for at the applicable daywork rate unless otherwise specified in Exhibit A.

#### 11. REPORTS TO BE FURNISHED BY CONTRACTOR:

11.1 Contractor shall keep and furnish to Operator a daily drilling report showing depth of the hole and such other data as required by Operator. Drilling report forms shall be furnished or specified by Operator. In the absence of specifications by Operator, the C.A.O.D.C. Daily Drilling Report Form shall be used.

11.2 Delivery tickets covering any materials or supplies furnished by Operator or furnished by vendors for which Operator is obligated to reimburse Contractor and showing the quantity, description and condition of materials and supplies so furnished shall be verified and visually checked as to receipt by Contractor's representative.

#### 12. INSURANCE AND INDEMNITY:

12.1 At all times during the term of this Agreement, Contractor agrees to carry insurance of types and in minimum amounts as follows:

- (a) Comprehensive General Liability Insurance with limits of \$300,000 inclusive, for bodily injury and property damage, or with limits as specified in Exhibit A hereto.
- (b) Employer's Liability Insurance with limits of \$300,000 inclusive, for bodily injury and property damage, or with limits as specified in Exhibit A hereto.
- (c) Automobile Liability Insurance with limits of \$300,000 inclusive, for bodily injury and property damage, or with limits as specified in Exhibit A hereto.
- (d) Adequate Worker's Compensation Insurance covering all Contractor's employees working under this Agreement which complies with Provincial, Territorial or Federal laws and regulations applicable to this Agreement.
- (e) Other insurance as specified in Exhibit A hereto.
- (f) All such insurance shall be carried in a company or companies acceptable to Operator and shall be maintained in full force and effect during the term of this Agreement. Contractor agrees to have its insurance carrier and/or agent furnish Operator with a certificate or certificates evidencing insurance coverage in accordance with the above requirements.

12.2 In the event Contractor is a self-insurer and Operator has consented to Contractor being a self-insurer as to any one or more of the risks as to which coverage is herein required, evidence of such consent must be in writing and approved by a representative of Operator authorized to enter into such consent agreement.

12.3 Each party shall furnish to the other, on written request, copies of all its insurance policies relating to its operations hereunder and, if charged to the other party, premium receipts in respect thereof.

12.4 All insurance taken out by Contractor hereunder and any insurance taken out by Operator relating to this Agreement or any related subcontract shall be for the benefit of both parties. Provision shall be made that the underwriters thereof waive their rights of recourse against the other party hereto and against all persons for whom such other party is responsible in connection with this Agreement.

#### 13. TAXES AND CLAIMS:

13.1 Contractor agrees to pay all taxes, licenses and fees levied or assessed on Contractor in connection with or incidental to the performance of this contract by any governmental agency for unemployment compensation insurance, old age benefits or any other taxes upon the wages of Contractor, its agents, employees, or representatives. Contractor agrees to require the same agreements and be liable for any breach of such agreements by any of its subcontractors.

13.2 Contractor agrees to pay all claims for labour, material, services and supplies furnished by Contractor hereunder and agrees to allow no lien or charge to be fixed upon the lease, the well or the land on which the well is to be drilled. Contractor agrees to indemnify, protect and save Operator harmless from and against all such claims and liens. If Contractor shall fail or refuse to pay any bona fide claims or indebtedness incurred by Contractor in connection with the drilling of any well or wells hereunder, it is agreed that Operator shall have the right to pay any such bona fide claims or indebtedness out of any money due or to become due to Contractor hereunder. No assignment or transfer by Contractor of rights to monies due Contractor hereunder shall have any force or effect as far as Operator's rights are concerned until all such claims and indebtedness incurred by Contractor shall have been completely liquidated and discharged.

13.3 Operator may require Contractor to furnish proof that there are no unsatisfied claims for labour, materials, services and supplies.

13.4 Operator may withhold a percentage of the price agreed to be paid Contractor for the purpose, in the manner, and for the time provided in applicable mechanic's or builder's lien legislation of the area where the work is performed, said percentage to be ultimately released in accordance with such legislation.

#### 14. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT OR TO THE HOLE:

14.1 Contractor's Surface Equipment: Contractor shall be liable at all times for damage or destruction of Contractor's surface equipment including all drilling tools, machinery, and appliances for use above the surface, and for any other type of equipment, including in-hole equipment when such in-hole equipment is above the surface regardless of when or how such damage or destruction occurs except loss or damage thereto caused by the gross negligence or wilful acts or omissions of Operator or Operator's agents, servants or employees or any loss or damage thereto occurring during the time that operations have been taken over by Operator as provided in Paragraph 6 hereof and except as provided in Paragraph 14.4 and 18.2 hereof.

14.2 Contractor's In-Hole Equipment — Drilling Basis: Contractor shall be liable at all times while work is being performed on a drilling basis for loss of, damage to or destruction of Contractor's in-hole equipment, including drill pipe, drill collars and tool joints. Operator shall be under no liability to reimburse Contractor for any such loss, damage or destruction except such as is caused by gross negligence or wilful acts or omissions of Operator or Operator's agents, servants or employees.

14.3 Contractor's In-Hole Equipment — Day Work Basis: Operator shall assume liability at all times for damage to or destruction of Contractor's in-hole equipment while such equipment is below the surface including but not limited to drill pipe, drill collars and tool joints, regardless of fault or negligence or alleged fault or negligence. The basis of reimbursement shall be as specified in Section 13(h) of Exhibit A.

14.4 Contractor's Equipment — Environmental Loss or Damage: Operator shall assume liability at all times and reimburse Contractor for damage to or destruction of Contractor's equipment both surface and in-hole equipment caused by exposure to corrosive or otherwise destructive or abrasive elements which are introduced into the drilling fluid from subsurface formations or the use of corrosive, destructive or abrasive additives in the drilling fluid. The basis of reimbursement shall be as specified in Section 13(h) of Exhibit A.

14.5 Operator's Equipment: All machinery, tools, material and equipment furnished by Operator shall, at the completion or abandonment of the well, be returned to Operator in as good condition as when received by Contractor, ordinary wear and tear excepted; provided that Contractor shall not be liable to Operator for any loss or damage to such machinery, tools, material and equipment over and beyond ordinary wear and tear except that due to gross negligence of Contractor and Contractor's employees.

14.6 The Hole — Drilling Basis: Except as provided in Section 9 and Section 14.8 hereof, should the hole for any cause attributable to Contractor's operations be lost or damaged while Contractor is engaged in the performance of work hereunder on a drilling basis, all such loss or damage to the hole shall be borne by the Contractor; and if the hole as the result of such cause is not in condition to be carried to the contract depth as herein provided, Contractor shall, if requested by Operator, commence a new hole without delay at Contractor's cost; and the drilling of the new hole shall be conducted under the terms and conditions of this contract in the same manner as though it were the first hole. In such case Contractor shall not be entitled to any payment or compensation for expenditures made or incurred by Contractor on or in connection with the abandoned hole, except for daywork earned in coring, testing, logging, or other daywork for which Contractor would have been compensated had such hole not been junked and abandoned.

14.7 The Hole — Daywork Basis: In the event the hole is lost or damaged while Contractor is working on a daywork basis or as a result of work performed on a daywork basis, Operator shall be responsible for such loss or damage to the hole including casing in the hole and any underground reservoir formation or stratum; and if the hole as the result of such cause is not in condition to be carried to the contract depth as herein provided, Contractor shall, if requested by Operator, commence a new hole without delay at Operator's cost; and the drilling of the new hole shall be conducted under the terms and conditions of this contract in the same manner as though it were the first hole.

14.8 Liability for Wild Well: Operator shall be liable for the cost of gaining control of any wild well, as well as the cost of removal of any debris and re-drilling expenses and Operator shall indemnify and save harmless Contractor against and from all such costs.

14.9 Personnel: Each party shall be responsible at all times for, and shall hold harmless and indemnify the other party from and against, loss of life or personal injury to its own personnel regardless of fault or negligence or alleged fault or negligence.

#### 15. INDEPENDENT CONTRACTOR RELATIONSHIP:

15.1 Contractor shall be an independent contractor with respect to performance of all work hereunder and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Operator in the performance of any work or service or any part thereof in any manner dealt with hereunder. Operator shall have no direction or control of Contractor or its employees and agents except in the results to be obtained. The work contemplated herein shall meet the approval of Operator and be subject to the general right of inspection herein provided for Operator to secure the satisfactory completion thereof.

#### 16. LAWS, RULES AND REGULATIONS:

16.1 Contractor and Operator respectively agree to comply with all laws, rules and regulations, Federal, Provincial and Territorial, which are now or may become applicable to operations covered by this agreement or arising out of the performance of such operations.

#### 17. FORCE MAJEURE:

17.1 Neither Operator nor Contractor shall be liable for failure to perform its obligations under this Agreement when performance is hindered or prevented by strikes, lock-outs, riots, war (declared or undeclared), acts of God, insurrection, fire, storm, hurricane, orders or regulations of any governmental authority, delays in transportation, inability to obtain the necessary materials and supplies on the open market or any other cause, whether similar or dissimilar to those specifically enumerated, beyond the reasonable control of the party affected; but lack of funds shall not be considered a cause beyond the reasonable control of a party. The performance of any such suspended obligation shall be resumed as soon as reasonably possible after such cause ceases to exist. Nothing in this item 15.1 shall relieve (a) Operator of its obligation under this Agreement to pay the appropriate dayrate(s) or (b) either party of its respective indemnification provisions specified in this Agreement.

#### 18. SOUND LOCATION, INGRESS AND EGRESS:

18.1 Operator shall secure for Contractor rights of ingress and egress to the tract of land on which the well is to be drilled. Operator shall advise Contractor of any limitations or restrictions affecting ingress and egress and Contractor shall abide by such limitations or restrictions. Should Contractor be denied free access to the location for any reason not within the control of Contractor, time lost by such denial shall be paid for at a rate in keeping with the stage of operations at the time.

18.2 Operator shall be responsible (except as otherwise noted in Section 5 of Exhibit A) for preparing a sound location fully capable of supporting a drilling rig of the type and size specified in Exhibit A as well as a fully adequate conductor pipe program to assure that any soil or subsoil will not wash out. It is also recognized that Operator has superior knowledge of the location and must advise Contractor of any known subsurface conditions such as, but not limited to, mines, caverns, streams or springs that might be encountered which result in the cratering or the shifting of the location surface during the course of operations. If such conditions are encountered and result in the cratering or shifting of the location surface, Operator shall assume responsibility and pay all cost necessary to protect the drilling rig, its associated equipment and personnel from damage or harm. Operator shall be liable for all loss resulting from the conditions referred to in this paragraph and shall protect, indemnify and save harmless Contractor from and against all claims, demands and causes of action of any nature arising therefrom, including all associated legal costs.

#### 19. POLLUTION AND CONTAMINATION:

19.1 It is understood and agreed by and between both parties that the responsibility for pollution or contamination shall be as follows:

- Contractor shall assume responsibility for, including the control and removal of, and protect, defend and save harmless Operator against, all claims, demands and causes of action of every kind and character arising from pollution or contamination which originates above the surface of the ground from spills of fuels, lubricants, motor oils, wire cuttings, pipe dope, water, paints, solvents and garbage wholly in possession and control and directly associated with Contractor's equipment and facilities; expressly excepting slush pit breakage or seepage.
- Operator shall assume responsibility for, including control and removal of, and protect, defend and save Contractor harmless from and against, all claims, demands and causes of action of every kind and character arising from all other pollution or contamination which occurs during the conduct of operations hereunder including, but not limited to, that which may result from slush pit breakage or seepage, fire, blowout, cratering, or any other uncontrolled flow of oil, gas, water or other substance as well as the use or disposition of oil emulsion, water or oil base chemically treated drilling fluids, cuttings or caving and lost circulation materials or fluids, and the items of equipment wholly in possession and control of Operator and directly associated with Operator's equipment or facilities. Operator shall provide a suitable site for the removal, burning or burying of any garbage, oil waste products or other similar pollutants normally associated with a drilling rig operation. The site so designated shall be built at the sole cost of Operator; Contractor shall be advised by Operator as to any Provincial, Territorial or Federal regulations governing the use of such a site; Operator shall protect, indemnify and save harmless Contractor from and against all claims arising from its use.

#### 20. PATENTS AND LICENSES:

20.1 Contractor represents and warrants that the use or construction of any and all tools and equipment furnished by Contractor and used in the work provided for herein does not infringe on any license or patent which has been issued or applied for. Contractor agrees to indemnify and hold Operator harmless from any and all claims, demands, and causes of action of every kind and character in favor of or made by any patentee, licensee or claimant of any right or priority to any such tool or equipment, or the use or construction thereof, which may result from or arise out of the furnishing or use of any such tool or equipment by Contractor in connection with the work under this agreement.

#### 21. INFORMATION CONFIDENTIAL:

21.1 All information obtained by Contractor in the conduct of drilling operations on this well including, but not limited to, depth, formations penetrated, the results of coring, testing, surveying, the running of casing and the running of abandonment plugs, shall be considered confidential and shall not be divulged by Contractor, or his employees, to any person, firm or corporation other than Operator's designated representative.

#### 22. ENTIRE AGREEMENT:

22.1 This agreement (including Exhibit A hereto) constitutes the entire agreement between Operator and Contractor in connection with the subject matter hereof and supersedes all prior agreements, arrangements, negotiations, representations or understandings by or between them, whether written or otherwise.

#### 23. INTERPRETATION:

23.1 Whenever the singular or masculine or neuter is used in this agreement, the same shall be construed as meaning plural, feminine or body politic or corporate and vice versa where the context so requires.

WITNESS the signatures of the parties hereto in DUPLICATE ORIGINALS, this 23rd

day of July, A.D. 19 81

WITNESS: (unless signed under seal)

E. H. Hays

Operator

By: [Signature]

By: \_\_\_\_\_

WITNESS: (unless signed under seal)

[Signature]

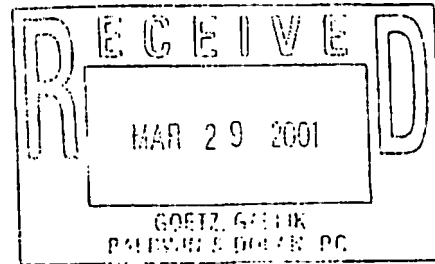
Bird Drilling Inc.

Contractor

By: [Signature]

By: [Signature]





1 Gerald B. Murphy  
2 Gerry Fagan  
3 MOULTON, BELLINGHAM, LONGO  
4 & MATHER, P.C.  
5 Suite 1900, Sheraton Plaza  
6 P. O. Box 2559  
7 Billings, Montana 59103-2559  
8 Telephone (406) 248-7731

9 Attorneys for Defendant Marathon Oil

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25  
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

11 CARY G. YOUPEE; D. DWIGHT YOUPEE;  
12 JOSI YOUPEE; RENE MARTELL; MARVIN K.  
13 YOUPEE, SR. individually and as representative  
14 and next friend of MARVIN YOUPEE, JR.,  
15 WILLIAM YOUPEE III, IRIS YOUPEE, and  
16 BRITTANY YOUPEE; EUGENE ABBOTT;  
17 MARGARET ABBOTT; CHARLES FOUR  
18 BEAR, individually and next friend of JORAY  
19 FOUR BEAR, JONATHON LITTLE  
20 WHIRLWIND, AVA LEE LITTLE WHIRLWIND  
21 AND CHARLES FOUR BEAR II; ANNA FOUR  
22 BEAR; GEORGE F. RICKER, SR.; HELEN  
23 RICKER; GEORGE F. RICKER, JR., individually  
24 and as next friend of ERIN RICKER; WILLIAM  
25 T. RICKER; ABIGAIL REDDOOR; IRMA  
REDDOOR; LAURA BLEAZARD, individually  
and as representative and next friend of DAVID  
BLEAZARD; ROSS BLEAZARD; ERICA  
BLEAZARD; TRIVIAN GRAINGER individually  
and as representative and next friend of  
DANIEL GRANGER and ADAM GRAINGER;

Cause No. CV-98-108-BLG-JDS

Judge Jack D. Shanstrom

ANSWER OF MARATHON OIL  
COMPANY TO PLAINTIFFS'  
SEVENTH AMENDED COMPLAINT  
AND DEMAND FOR JURY TRIAL

1 DAVID GRAINGER; DAWN GRAINGER;  
2 DENISE GRAINGER, individually and as  
3 representative and next friend of JAY  
4 GRANDCHAMP and TINA KOHL; DONNA  
BUCKLES-WHITMER; WARREN WHITMER;  
and ALLEN YOUPEE

5 Plaintiffs,

6 -vs-

7 MURPHY EXPLORATION & PRODUCTION  
8 CO., a Delaware Corporation; MESA  
9 PETROLEUM CO., a Delaware Corporation;  
10 PIONEER NATURAL RESOURCES USA, INC.,  
a Delaware Corporation; SAMSON  
HYDROCARBONS COMPANY, an Oklahoma  
Corporation; MARATHON OIL, an Ohio  
Corporation; and JOHN DOES 10 through 50,

11 Defendants.  
12

13 Defendant, Marathon Oil Company ("Marathon"), answers Plaintiffs' Seventh  
14 Amended Complaint as follows:

15 1. Marathon is without sufficient knowledge to form a belief as to the truth of the  
16 allegations of paragraphs 1 through 22 and therefore denies the same.

17 2. Marathon admits the allegations of paragraph 23.

18 3. Marathon is without sufficient knowledge to form a belief as to the truth of the  
19 allegations of paragraph 24 and therefore denies the same.

20 4. Answering paragraph 25, Marathon admits that its predecessor-in-interest  
21 owned and operated oil and gas production facilities located within Township 28 North,  
22 Range 51 East, Roosevelt County, Montana, including some of those facilities alleged in  
23 paragraph 25. Marathon specifically denies that it and/or its predecessor-in-interest  
24 operated at any time any facility asserted by Plaintiffs which caused or contributed to  
25 groundwater contamination as alleged by Plaintiffs.

1           5.       Marathon admits the allegations of paragraph 26.

2           6.       Answering paragraph 27, Marathon admits that its predecessor-in-interest  
3 conducted oil and gas exploration and production activity in the East Poplar Oil Field and  
4 engaged in some of the activities alleged in paragraph 27. Marathon specifically denies  
5 that it and/or its predecessor-in-interest engaged at any time in any of the activities asserted  
6 by Plaintiffs which caused or contributed to groundwater contamination as alleged by  
7 Plaintiffs.

8           7.       Marathon denies the allegations of paragraph 28.

9           8.       Answering Paragraph 29, Marathon denies that it and/or its predecessor-in-  
10 interest caused or contributed to groundwater contamination, as alleged by Plaintiffs.  
11 Marathon is without sufficient knowledge to form a belief as to the truth of the remaining  
12 allegations contained in paragraph 29 and therefore denies the same.

13          9.       Marathon denies the allegations of paragraphs 30 and 31. Marathon  
14 specifically denies that it and/or its predecessor-in-interest engaged at any time in any of  
15 the activities asserted by Plaintiffs which caused or contributed to groundwater  
16 contamination, as alleged by Plaintiffs.

17          10.      The allegations contained in paragraphs 32 through 34 are derived from  
18 documents issued by the United States Geological Survey ("USGS") and the Environmental  
19 Protection Agency ("EPA"). Those documents concern those entities' studies and  
20 investigations into the quality of the groundwater in the East Poplar Oil Field and require no  
21 response from Marathon, as the documents speak for themselves. Marathon specifically  
22 denies that it and/or its predecessor-in-interest caused or contributed to groundwater  
23 contamination, as alleged by Plaintiffs, in the East Poplar Oil Field and denies that any  
24 study or investigation by the USGS or EPA concluded that Marathon or it predecessor-in-  
25 interest did so. To the extent that the allegations contained in paragraphs 32 through 34

1 further imply liability on the part of Marathon and/or its predecessor-in-interest, Marathon  
2 denies them.

3 11. Marathon is without sufficient knowledge to form a belief as to the truth of the  
4 allegations contained in paragraphs 35 and 36 and therefore denies the same.

5 12. The allegations contained in paragraphs 37 and 38 are derived from  
6 documents issued by the EPA concerning its investigation into the quality of the  
7 groundwater in the East Poplar Oil Field and require no response from Marathon, as the  
8 documents speak for themselves. Marathon specifically denies that it and/or its  
9 predecessor-in-interest caused or contributed to groundwater contamination, as alleged by  
10 Plaintiffs, in the East Poplar Oil Field and denies that any investigation by the EPA  
11 concluded that Marathon or its predecessor-in-interest did so. Marathon further denies that  
12 the First Amended Emergency Administrative Order ("EAO") contained the same Orders  
13 as the original EAO. To the extent that the allegations contained in paragraphs 37 and 38  
14 further imply liability on the part of Marathon and/or its predecessor-in-interest, Marathon  
15 denies them.

16 13. Answering paragraph 39, Marathon admits that it received a copy of Plaintiffs'  
17 Notice of Intent to File Citizen Suit. Marathon is without sufficient knowledge to form a  
18 belief as to the truth of the remaining allegations contained in paragraph 39 and therefore  
19 denies the same.

20 14. Marathon admits paragraph 40.

21 15. Marathon is without sufficient knowledge to form a belief as to the truth of the  
22 allegations contained in paragraph 41 and therefore denies the same.

23 16. Marathon denies the allegations of paragraphs 42 and 43.  
24  
25

1                                    COUNT ONE (NEGLIGENCE)

2            17.    Answering paragraph 44, Marathon restates its responses to the allegations  
3 of paragraphs 1 through 43.

4            18.    Marathon denies the allegations of paragraph 45.

5                                    COUNT TWO (RES IPSA LOQUITUR)

6            19.    Answering paragraph 46, Marathon restates its responses to the allegations  
7 of paragraphs 1 through 45.

8            20.    Marathon denies the allegations of paragraph 47. Marathon further denies  
9 that the doctrine of *Res Ipsa Loquitur* is applicable to the claims asserted by Plaintiffs.

10                                  COUNT THREE (NUISANCE)

11           21.    Answering paragraph 48, Marathon restates its responses to the allegations  
12 of paragraphs 1 through 47.

13           22.    Marathon denies the allegations of paragraphs 49 through 54.

14                                  COUNT FOUR (STRICT LIABILITY)

15           23.    Answering paragraph 55, Marathon restates its responses to the allegations  
16 of paragraphs 1 through 54.

17           24.    Marathon denies the allegations of paragraph 56. Marathon further denies  
18 that the doctrine of strict liability is applicable to the claims asserted by Plaintiffs.

19                                  COUNT FIVE (TRESPASS)

20           25.    Answering paragraph 57, Marathon restates its responses to the allegations  
21 of paragraphs 1 through 56.

22           26.    Marathon denies the allegations of paragraphs 58 through 61.

23                                  COUNT SIX (UNJUST ENRICHMENT)

24           27.    As to paragraph 62, Marathon restates its responses to the allegations of  
25 paragraphs 1 through 61.

1           28.     Marathon denies the allegations of paragraphs 63 through 65. Marathon  
2 further denies that the doctrine of unjust enrichment is applicable to the claims asserted by  
3 Plaintiffs.

4                               COUNT SEVEN (PUNITIVE DAMAGES)

5           29.     Answering paragraph 66, Marathon restates its responses to the allegations  
6 of paragraphs 1 through 65, and incorporates its responses to the allegations of paragraphs  
7 68 through 84.

8           30.     Marathon denies the allegations of paragraph 67.

9                               COUNT EIGHT (VIOLATION OF MONTANA CONSTITUTION)

10          31.     Answering paragraph 68, Marathon restates its responses to the allegations  
11 of paragraphs 1 through 67, and incorporates its responses to the allegations of paragraphs  
12 72 through 84.

13          32.     Answering paragraphs 69 through 71, Marathon admits that the Constitution  
14 of Montana provides that each person is entitled to a clean and healthful environment.  
15 Marathon denies the remaining allegations contained in paragraphs 69 through 71.  
16 Marathon further denies that the Constitution of Montana provides a private cause of action  
17 to support the claims asserted by Plaintiffs.

18                               COUNT NINE (ATTORNEYS' FEES)

19          33.     Answering paragraph 72, Marathon restates its responses to the allegations  
20 of paragraphs 1 through 71, and incorporates its responses to the allegations of paragraphs  
21 75 through 79.

22          34.     Marathon denies the allegations contained in paragraphs 73 and 74.  
23 Marathon further denies that the Constitution of Montana provides a private cause of action  
24 to support the claims asserted by Plaintiffs or the award of attorneys' fees.  
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1           45.     Plaintiffs' damages, if any, were caused by persons or entities other than  
2 Marathon.

3           46.     If liability is assessed in any respect, then the fault of all parties, joined and  
4 unjoined, must be evaluated and liability apportioned among all persons and entities  
5 according to their respective fault.

6           47.     Any and all damages purportedly sustained were the proximate result of the  
7 independent and intervening acts, conduct, fault, negligence, breach of duty or misconduct  
8 by persons or entities other than the Defendants.

9           48.     The imposition of punitive damages under the facts alleged in this case  
10 violates the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments to the United States  
11 Constitution and violates Article II, Sections 4, 17, 22 and 25 of the Constitution of Montana.

12          49.     Marathon and/or its predecessor-in-interest were not negligent and their  
13 actions in this case conformed with the standard of care applicable to this case.

14          50.     Marathon and/or its predecessor-in-interest conducted their operations in full  
15 compliance with the applicable state and federal regulations in place at that time.

16          51.     Plaintiffs voluntarily assumed the risk of events, occurrence and damages  
17 alleged in the Complaint so that any damages recoverable are either precluded or  
18 diminished.

19          52.     The Constitution of Montana does not provide a private cause of action to  
20 support Plaintiffs' causes of action or request for attorneys' fees.

21          53.     The doctrines of *res ipsa loquitur*, strict liability, and unjust enrichment are not  
22 applicable to Plaintiffs' claims.

23          54.     Marathon reserves the right to add such additional and different defenses as  
24 may be appropriate upon completion of its investigation and discovery in this matter.  
25

1       WHEREFORE, having fully answered Plaintiffs' Seventh Amended Complaint,  
2 Marathon prays that Plaintiffs' Complaint be dismissed, with prejudice, and that Plaintiffs  
3 take nothing thereby, that judgment be entered in favor of Marathon, and that Marathon  
4 recover its reasonable costs incurred herein, and for such other and further relief as the  
5 Court deems just.

6                       DEFENDANT DEMANDS TRIAL BY JURY

7       DATED this 26<sup>th</sup> day of March, 2001.

8                               MOULTON, BELLINGHAM, LONGO  
9                               & MATHER, P.C.

10  
11 By: 

12       GERALD B. MURPHY  
13       GERRY FAGAN  
14       Suite 1900, Sheraton Plaza  
15       P.O. Box 2559  
16       Billings, MT 59103-2559  
17       ATTORNEYS FOR DEFENDANT  
18       MARATHON OIL COMPANY  
19  
20  
21  
22  
23  
24  
25

1 CERTIFICATE OF SERVICE

2 I hereby certify that a true and accurate copy of the foregoing was duly served upon  
3 the following persons and counsel of record by depositing the same, postage prepaid, in  
4 the United States mail this 26<sup>th</sup> day of March, 2001.

5 Richard J. Dolan  
6 Brian K. Gallik  
7 GOETZ, GALLIK, BALDWIN & DOLAN, P.C.  
8 35 North Grand  
9 P.O. Box 428  
10 Bozeman, MT 59771-0428

11 Michael E. Webster  
12 Carolyn Ostby  
13 CROWLEY, HAUGHEY, HANSON,  
14 TOOLE & DIETRICH, P.L.L.P.  
15 500 TransWestern Plaza II  
16 490 North 31st Street  
17 P.O. Box 2529  
18 Billings, MT 59103-2529

19 John Walker Ross  
20 BROWN LAW FIRM, P.C.  
21 315 North 24th Street  
22 P.O. Box 849  
23 Billings, MT 59103-0849

24 Robert Sterup  
25 DORSEY & WHITNEY LLP  
1200 First Interstate Center  
401 North 31st Street  
P.O. Box 7188  
Billings, MT 59103-7188

By: \_\_\_\_\_



1 Richard J. Dolan  
Brian K. Gallik  
2 GOETZ, GALLIK, BALDWIN & DOLAN, P.C.  
35 North Grand  
3 P.O. Box 6580  
Bozeman, MT 59771-6580  
4 (406) 587-0618

5 ATTORNEYS FOR PLAINTIFFS

6  
7  
8 IN THE UNITED STATES DISTRICT COURT  
FOR THE STATE OF MONTANA  
BILLINGS DIVISION  
9

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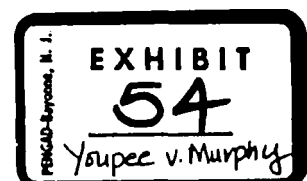
10 CARY G. YOUPEE; D. DWIGHT YOUPEE;  
11 JOSI YOUPEE; RENE MARTELL; MARVIN  
K. YOUPEE, SR., individually and  
12 as representative and next friend  
of MARVIN YOUPEE, JR., WILLIAM  
13 YOUPEE III, IRIS YOUPEE, and  
BRITTANY YOUPEE; EUGENE ABBOTT;  
14 MARGARET ABBOTT; CHARLES FOUR BEAR,  
individually and as representative  
15 and next friend of JORAY FOUR BEAR,  
JONATHON LITTLE, WHIRLWIND, AVA LEE  
16 LITTLE WHIRLWIND and CHARLES FOUR  
BEAR II; ANNA FOUR BEAR; GEORGE F.  
17 RICKER, SR.; HELEN RICKER;  
GEORGE F. RICKER, JR., individually  
18 and as representative and next friend  
of ERIN RICKER; WILLIAM T. RICKER;  
19 ABIGAIL REDDOOR; IRMA REDDOOR; LAURA  
BLEAZARD, individually and as  
20 representative and next friend of DAVID  
BLEAZARD; ROSS BLEAZARD; ERICA BLEAZARD;  
21 TRIVIAN GRAINGER, individually and  
as representative and next friend of  
22 DANIEL GRAINGER and ADAM GRAINGER; DAVID  
GRAINGER; DAWN GRAINGER; DENISE GRAINGER,  
23 individually and as representative and  
next friend of JORDAN GRAINGER, JAY GRANDCHAMP  
24 and TINA KOHL; DONNA BUCKLES-WHITMER; WARREN  
WHITMER; and ALLEN YOUPEE,

25 Plaintiffs,

26 v.

27 MURPHY EXPLORATION & PRODUCTION  
28 CO., a Delaware corporation;

Cause No. CV-98-108-BLG-JDS



1 MESA PETROLEUM CO., a Delaware  
2 corporation; PIONEER NATURAL  
3 RESOURCES USA, INC., a Delaware  
4 corporation; SAMSON HYDROCARBONS  
5 COMPANY, an Oklahoma corporation;  
6 MARATHON OIL, an Ohio corporation;  
7 and JOHN DOES 10 through 50,

8 Defendants.

---

9 NOTICE OF DEPOSITION AND NOTICE TO DESIGNATE

10 TO: Mesa Petroleum Company and Pioneer Natural Resources, USA, Inc., and its  
11 attorney of record John Walker Ross.

12 The Plaintiffs, pursuant to Rule 30(b)(6), M.R.Civ.P., will take the deposition of Mesa  
13 Petroleum Company, and Pioneer Natural Resources, USA, Inc., a Corporation of 5205 North  
14 O'Connor Boulevard, Suite 1400, Irving, Texas 75039, #972-444-9001. Upon oral examination  
15 on June 20, 2001 at the hour of 9:00 a.m., before Joann C. Bacheller, Court Reporting Services at  
16 the Brown Law Firm, P.C., 315 North 24<sup>th</sup> Street, P.O. Box 849, Billings, MT 59103-0849. The  
17 examination will continue from day to day until completed.

18 Mesa Petroleum Company ("Mesa") and Pioneer Natural Resources, USA, Inc.  
19 ("Pioneer"), shall designate one or more officers, agents, or other persons who can testify on its  
20 behalf with respect to the following matters:

- 21 1. Corporate finances such as yearly net income and yearly dividends paid for the last  
22 three years for purposes of figuring appropriate punitive damages.
- 23 2. Acquisition of oil and gas leases which make up the Unit.
- 24 3. Formation and operation of the Unit.
- 25 4. Operation of the wells and related facilities on or near the Plaintiffs' property and  
26 on adjacent property within the Unit.
- 27 5. Knowledge of oil and/or saltwater spills or leaks to the surface as well as  
28 underground leaks to freshwater.
6. Knowledge of mechanical problems with any of its wells or related equipment or  
facilities.

- 1 7. Environmental policies including procedures for reporting and cleaning up leaks  
2 and/or spills.
- 3 8. Policy regarding plugging of wells and remediation of pits.
- 4 9. Knowledge of the location, type, size, and status of all pipelines historically or  
5 presently in use of the unit. This includes any pipelines that run to or from the unit  
6 to another location.
- 7 10. Knowledge of all pipeline easements.
- 8 11. Knowledge of all field operations on lands near the Plaintiffs' property.
- 9 12. Insurance coverage regarding the Plaintiffs' claims.
- 10 13. Knowledge of the factual basis of its affirmative defenses.
- 11 14. Knowledge of the history and ownership of the property and operations that are  
12 the subject of the lawsuit. This would include any conveyance or assignment of  
13 rights in the property or operations and any enlargement of rights to the property  
14 and operations.
- 15 15. Knowledge of the operations of all pipelines such as size and types of lines, depth  
16 of lines and products transported by such pipelines.
- 17 16. Knowledge of the physical changes in the operations and property over time. This  
18 would include drilling of wells, plugging of wells, building of pits, closing of pits,  
19 injection and disposal activities, installation of pipelines, removal of pipelines,  
20 repairs of pipelines, well status, surface storage facility operations, line lease  
21 agreements, cooperative agreements and saltwater disposal agreements.
- 22 17. Knowledge of all engineering and/or geologic studies having to do with operations  
23 including drilling, production, completion, plugging, abandonment, disposal,  
24 injection, secondary recovery, tertiary recovery, original oil in place, fill up, gas  
25 caps, drive mechanisms, formations, fresh water aquifers, formation pressures,  
26 formation fluids, corrosion, fluid levels, divestiture and any and all other aspects of  
27 the oil and gas operations which have been carried out by Mesa and Pioneer.  
28

18. Knowledge of how the oil and gas operations are monitored to insure good maintenance practices are adhered to and that these operations do not impact the environment.
19. Knowledge of how the Defendant makes sure it is complying with state and federal laws governing its oil and gas operations.
20. Knowledge of the state and federal laws which govern its oil and gas operations.
21. Knowledge of compliance or non-compliance with all regulatory requirements.
22. Knowledge of the financial worth of the company.
23. Knowledge of any communications with Plaintiffs.
24. Knowledge of any communications with governmental agencies concerning claims of pollution in the area of the Plaintiffs' property.
25. Knowledge of any communications with the United States Geologic Survey.
26. Knowledge of all ground water testing during the ordinary course of business in the area of the Plaintiffs' property.
27. Knowledge of all testing, including but not limited to monitor wells, geophysical surveys, boreholes, water wells and surface waters which would insure the Defendants' oil and gas operations were not causing pollution.
28. The responses that the Defendants have made to charges of pollution by the USGS and the EPA. This should include all testing and investigations.

The Plaintiff requests Mesa Petroleum Company and Pioneer Natural Resources, USA, Inc., pursuant to Rule 34, M.R.Civ.P., to produce at the above time and place, and permit the Plaintiff to inspect and copy, photograph, etc. the following:

1. All documents responsive to Plaintiffs' prior discovery requests that have been located, discovered, and/or generated but have not been produced.

DATED this 29 day of May, 2001.

Richard J. Dolan  
Brian K. Gallik  
GOETZ, GALLIK, BALDWIN & DOLAN, P.C.  
35 North Grand

P.O. Box 6580  
Bozeman, MT 59771-6580  
(406) 587-0618

By:   
Brian K. Gallik  
ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above and foregoing was duly served upon the following by depositing same, postage prepaid, in the United States mail this 27 day of May, 2001.

Carolyn S. Ostby  
Michael E. Webster  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
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Attorneys for Murphy  
Exploration & Production  
Co.

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Petroleum Co. and Pioneer  
Natural Resources, USA,  
Inc.

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Hydrocarbons Company

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Attorneys for Marathon  
Oil Company

Kirby J. Iler  
Regional Counsel  
Marathon Oil Company  
1501 Stampede Avenue  
Cody, WY 82414-4721

Attorneys for " "

  
Brian K. Gallik

klpopl.rjd\nnotice of deposition for Mesa Petroleum Co. and Pioneer Natural Resources, USA, Inc.



# BROWN LAW FIRM, P.C.

ESTABLISHED 1911

315 North 24th Street

P.O. Drawer 849

Billings, Montana 59103-0849

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Fax 406.248.3128

Bozeman office--estate  
planning and taxation  
510 South 23rd Avenue  
Bozeman, Montana 59715  
Phone 406.587.8486  
Fax 406.587.4524

C.J. Gerbase Jr.  
Angus B. Fulton  
Steven J. Harman  
John J. Russell  
Timothy A. Filz  
Michael P. Heringer  
Guy W. Rogers  
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Margo Bonner  
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April 17, 2001

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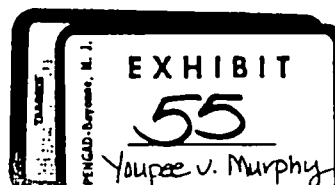
RE: *Youpee, et al. v. Pioneer, et al.*

Dear Dick and Brian:

This is a further response to the 28 items listed in your 30(b)(6) Notice.

At the outset, as we have noted, no Pioneer employee has first hand knowledge regarding MESA's activities associated with the Biere well, or activities in the East Poplar Oilfield during the 1970's and 1980's. Wilbur has reviewed what records Pioneer has available and is generally the Pioneer person most knowledgeable about the Biere well and items listed in your Draft 34(b)(6) Notice. However, as set forth below, Pioneer and Dover do not have much knowledge or information on some of the 28 items listed in your Notice.

1. Pioneer can produce, and Dover can explain, generally Pioneer's financials, including such things as an annual report or a form 10K.
- 2 & 3. Pioneer has not located much in the way of documents regarding the oil and gas leases and formation of the East Poplar Unit.
4. Pioneer and Dover do have some records and can re-create information regarding operation of the Biere well and its associated facilities.
5. Pioneer has some documents regarding some apparent problems with the Biere well, when it was operated by Amarco.
6. As noted, Pioneer has some documents and information regarding problems with the Biere well when operated by Amarco, and also has information regarding re-plugging of the Biere well in 1985.
- 7 & 8. Pioneer has little information regarding environmental policies in place during MESA's



RJD ☒  
CLIENT ☒  
CALENDAR ☒

Page 2

April 17, 2001

operation, but does have information regarding Pioneer's current environmental and plugging policies.

9 10 & 11. Pioneer and Dover have little information and knowledge regarding pipelines, easements, and other operations in the East Poplar Oilfield.

12. Dover will try to have some information regarding insurance.

13. Questions regarding affirmative defenses, may be objectionable to the extent that they call for legal conclusions or work product, however, Dover may be able to provide some factual information and documentation.

14 & 15. Pioneer, and Dover have little information and knowledge regarding history and ownership of the property, but can provide such information to the extent possible.

16 & 17. As noted, Dover can provide some information regarding the operation of the Biere well based upon a review and recreation of operational files.

18, 19, 20 and 21. Dover can testify about Pioneer's current policies and compliance and knowledge of state and federal laws, and can testify about the operation of the Biere well based upon his information and review of documents.

22. Dover can testify regarding Pioneer's financials as set forth in its annual report and 10K.

23. Dover has had little or no communications with plaintiffs directly.

24. Dover can testify regarding communications with governmental agencies, particularly EPA.

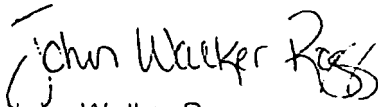
25. Dover has had little direct communication with USGS, although he has reviewed USGS reports and other matters.

26 & 27. Dover is familiar with groundwater testing in the subject area.

28. Dover is familiar with responses of Pioneer to EPA.

I hope this will be helpful and facilitate Pioneer and Dover's deposition. If you have further questions or wish to discuss this matter, please let me know. As noted in my email, I hope we can fix a date for Dover's deposition in the near future, so everyone can plan accordingly. Thank you.

Sincerely,

  
John Walker Ross  
JWR:aka

cc: Wilbur Dover



April, 2000

# Pioneer Natural Resources' Field Investigation Plan

## EAST POPLAR OILFIELD

### *Biere Production Well & Salt Water Disposal Well & Surrounding Area*

#### *I. Background and Introduction*

##### *A. History of the East Poplar Oilfield*

Oil production in the East Poplar Oilfield began in 1952. Along with crude oil, brine (water having a dissolved solid concentration greater than 35,000 mg/L) has been produced. In 1996, four brine-injection wells were active, although at least sixteen others were active at times during the Oilfield's history. Murphy Oil, USA, Inc. currently operates most of the wells in and near the East Poplar Oilfield, although at least seventeen other oil companies, including Mesa Petroleum, have been involved in past production activities. (See U.S.G.S. 1997 Report).

##### *B. The Biere Production Well and Salt Water Disposal Well in Section 22*

In 1970, Mesa Petroleum Co. ("Mesa") drilled the Biere Production Well, and associated Salt Water Disposal Well, in Section 22, Township 28 North, Range 51 East, in the East Poplar Oilfield in Roosevelt County, Montana. The Biere Production Well and Salt Water Disposal Well were operated by Mesa from 1970 to 1972, and from 1976 to 1984. The Biere Production Well and Salt Water Disposal Well were plugged in 1984, and a relief well was drilled near the Biere Production Well in 1985. In 1997, Mesa was merged into Pioneer Natural Resources, USA, Inc. ("Pioneer").

##### *C. Allegations of Salt Water Contamination against Pioneer and Others*

In 1998 and 1999, Pioneer learned of allegations of salt water contamination in the East Poplar Oilfield shallow groundwater aquifer. According to U.S.G.S., the quality of water is highly variable in the area. In 1998, some families in the East Poplar Oilfield filed a complaint against Pioneer and others, alleging that their shallow water wells had been contaminated by salt water from oilfield operations. In 1999, E. P. A. issued an Order requiring Pioneer and others to conduct investigations regarding their operations and alleged contamination in the East Poplar Oilfield.



#### D. Pioneer's Investigation

In response to the lawsuit and E. P. A. Order, Pioneer initially reviewed available records concerning the Biere Well and the East Poplar Oilfield. In July 1999 Pioneer did an onsite inspection at the Biere Well site, but no visible contamination was observed at the site surface. In November 1999 Pioneer consultants did further onsite inspection and took soil samples at the Biere Well site. That site inspection and soil samples again indicated minimal contamination at the surface of the Biere Well site. In February 2000 Pioneer consultants drilled preliminary, shallow, exploratory test holes near the Biere Well and Salt Water Disposal Well. This February 2000 drilling of preliminary test holes at the Biere Well site revealed evidence of some old metal oilfield debris, and elevated water temperatures, at a depth of approximately 41 feet below the surface. However, because of the preliminary and temporary nature of these February 2000 test holes, no precise findings and conclusions were made.

Pioneer and its consultants now intend this field investigation. Objectives of this investigation include:

- (1) Determining local shallow ground water aquifer hydraulic properties, ground water flow directions and flow rates, and obtaining defendable, repeatable water chemistry analysis;
- (2) Determining to what extent, if any, that salt water from the Biere Wells, or other sources, may have impacted ground water to the southwest of the Biere Wells.

## II. Pioneer's Proposed Field Investigation

#### A. Proposed Monitoring Wells

Pioneers' field investigation includes the installation, testing and sampling of approximately nine (9) shallow (less than 60 feet deep) monitoring wells to help resolve the investigation's objectives. The proposed wells will be located up-gradient and down-gradient of the Biere Wells, and background locations. Domestic wells at the Lockman and Trottier residences, and existing U.S.G.S. monitoring wells and other data, will also be used to augment the new wells. The nine new wells currently proposed by Pioneer Natural Resources ("PNR") are shown on Figure 1, and discussed in the following paragraphs:

*PNR Monitoring Wells No. 4 and No. 5 at the Biere Production Well  
and Biere Salt Water Disposal Well*

PNR Monitoring Wells No. 4 and No. 5 are to be located near the old Biere Production Well and Salt Water Disposal Well in Section 22. These shallow wells will be constructed of 2-inch diameter stainless steel casing and screen. Thirty feet of 6-inch schedule 40 PVC surface casing will be cemented into a 10-inch diameter hole prior to penetrating into the thermally charged shallow ground water as a precaution against uncontrollable artesian leakage if hydraulic heads greater than land surface are encountered, or develop later. After the cement sets, 6-inch nominal borehole will be advanced to the top of the Bearpaw Shale, where 15 feet of well screen will be set. The 2-inch casing will be sealed with bentonite and cement grout from the top of the sand pack (approximately 2 feet above the well screen) to the surface. These wells will be constructed using mud rotary drilling techniques because of the size of the hole required to set the surface casing and the need to continue drilling below the surface casing to complete the wells at the desired depths. These wells will be used to qualitatively evaluate and produce defensible monitoring points to assess the contribution of saline and thermal water into the shallow groundwater system. Permanent monitoring points at these locations will be used to monitor the results and effectiveness of future remedial actions.

*PNR 6 East (background well), PNR 7 (down gradient west) and  
PNR 8 (down gradient southwest)*

These wells are strategically located in order to provide information on ground water flow rates, directions and water chemistry distribution in the vicinity of the Biere Wells. PNR 6 will be located east of the Biere Wells in Section 22. The location of PNR 6 was chosen to evaluate the background conditions and the potential impact of wells to the east of the Biere Wells. Well PNR 7 is located west of the Biere Wells, in Section 21 near the Juniper Well. Well PNR 8 is to be located southwest of the Biere Wells, along a section road in Section 21, where access can be obtained. These wells will be single completions constructed of 2-inch schedule 40 PVC casing and screen installed by hollow stem auger drilling methods.

*PNR Wells 9, 10, 11 and 12*

PNR Wells 9, 10, 11 and 12 are optional wells that may be installed. Three of these optional wells will be installed to the west-southwest, between the Biere Wells and selected plaintiffs. PNR 9 would be located along a highway right-of-way, or fence row, in Section 21. PNR 10 and PNR 11 would be located in Section

28. The specific locations of some of these wells will be determined after further analysis of initial flow directions, consultations and access arrangements.

*B. Analysis of Well Data*

All wells will be surveyed for horizontal and vertical control. Multiple sets of water levels will be collected over the course of the investigation to establish groundwater flow directions. Aquifer properties (primarily hydraulic conductivity) will be estimated based on examination of aquifer materials and by single well pumping tests or slug tests depending on aquifer properties and well yields. Water chemistry will be evaluated by use of field temperature and specific conductivity measurements coupled with one round of water samples from each well submitted for laboratory analysis of common ions.



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4 *Attorneys for Defendants MESA*  
5 *Petroleum Co., Pioneer Natural*  
6 *Resources Company and Pioneer*  
*Natural Resources USA, Inc.*

7  
8 IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
9 BILLINGS DIVISION

10 CARY G. YOUPEE, et al.,

11 Plaintiffs,

12 v.

13 MURPHY OIL USA, INC., et al.

14 Defendants.

15  
16 MESA PETROLEUM and  
PIONEER NATURAL RESOURCES,  
17 USA, INC.,

18 Defendants/Third  
Party Plaintiffs, and  
19 Cross-Plaintiffs,

20 v.

21 AMARCO RESOURCES CORP. BESTWAY  
INC.; WESTDALE PETROLEUM INC.; and  
22 THE PRUDENTIAL GROUP,

23 Third Party Defendants,

24 v.

25 JOHN DOES 4-50,

26 Cross-Defendants.

Cause No. CV 98-108-BLG-JDS

Judge Jack D. Shansirom

ANSWER OF DEFENDANTS MESA  
PETROLEUM CO. and PIONEER  
NATURAL RESOURCES, USA, INC. TO  
PLAINTIFFS' EIGHTH AMENDED  
COMPLAINT

EXHIBIT

57

FILED-Youpee, M. L.

Youpee v. Murphy

1 COME NOW the Defendants and Third Party Plaintiffs, MESA Petroleum and Pioneer  
2 Natural Resources, USA (hereinafter collectively "Pioneer"), and answer Plaintiffs' Eighth Amended  
3 Complaint as follows:

4 1. In answering Paragraphs 1-19, Pioneer Defendants are without sufficient information  
5 at this time regarding the allegations therein, and therefore deny them.

6 2. In answering Paragraphs 20 and 21, Pioneer Defendants state that Mesa Petroleum  
7 Company no longer exists and is not a proper party. Mesa's successor is Pioneer Natural Resources,  
8 USA, Inc., a Delaware corporation, registered to do business in Montana, with principal place of  
9 business in Texas. Pioneer admits that Mesa has, in the past, been engaged in exploration for oil, the  
10 drilling of an oil well, and the production of oil therefrom in Roosevelt County, Montana. Pioneer denies  
11 that Pioneer Natural Resources has engaged in oil exploration and production in Roosevelt County,  
12 Montana.

13 3. In answering Paragraphs 22-26, Pioneer Defendants admit that Amarco Resources  
14 had interests in the East Poplar Oil Field, and interest and operation in the Biere 1-22 well; admit that  
15 Westdale is a successor to at least some of Amarco's interest in the Biere 1-22 well; admit that  
16 Bestway Inc. (Bestway) is a successor to at least some of Amarco Resources; admit that Prudential  
17 had a working interest in the East Poplar Oil Field and the Biere 1-22 well; admit that Hillin is a  
18 successor to Prudential Groups' interest in the Biere 1-22 well.

19 4. In answering Paragraphs 27-28, Pioneer Defendants are without sufficient  
20 information at this time and therefore, deny the allegations.

21 5. In answering Paragraph 29, Pioneer Defendants admit that other John Does were  
22 involved in oil exploration and production in the East Poplar Oil Field, and Plaintiffs' damages, if any,  
23 must be apportioned among all persons and entities.

24 6. In answering Paragraphs 30 and 32, Pioneer Defendants admit that Defendants  
25 had ownership or operational interests in the East Poplar Oil Field; Pioneer is without sufficient  
26 information at this time regarding the specific details of other Defendants' interest and operations in  
27 the East Poplar Oil Field, and therefore deny allegations in regard thereto.

28

1           7.       In answering Paragraph 31, Pioneer Defendants admit that this court has  
2 general jurisdiction in this matter, however this court may not have jurisdiction of at least some of  
3 Plaintiffs' claims and remedy requests pursuant to CERCLA, 43 USC Section 9613(h).

4           8.       In answering Paragraphs 33-36, Pioneer Defendants are without sufficient  
5 information regarding the allegations therein at this time, and therefore deny them; state that there is  
6 no evidence that benzene from Pioneer's operation in the East Poplar Oil Field have or will cause any  
7 adverse health effects to Plaintiffs.

8           9.       In answering Paragraphs 37-39, Pioneer admits that USGS and EPA have  
9 conducted studies and investigations regarding the East Poplar Oil Field; admit that any reports or  
10 findings and results of those studies and investigations speak for themselves, but are subject to further  
11 challenge. Pioneer is without sufficient information regarding the remaining allegations in Paragraphs  
12 37, 38 and 39 at this time and therefore deny them.

13          10.       In answering Paragraph 40, admit that benzene, in certain quantities, under certain  
14 conditions, may have adverse health effects; state that there is no evidence that benzene from  
15 Pioneer's operation in the East Poplar Oil Field have or will cause any adverse health effects to  
16 Plaintiffs.

17          11.       In answering Paragraph 41, admit that samples with dissolved solids were taken in  
18 the East Poplar Oil Field and that results of such samples speak for themselves, but are subject to  
19 further scrutiny; admit that water with elevated levels of total dissolved solids, in certain quantities,  
20 under certain conditions, may have adverse health effects; state that there is no evidence that water  
21 with total dissolved solids from Pioneer's oil field operations have or will cause adverse health effects  
22 to Plaintiffs.

23          12.       In answering Paragraphs 42 and 43, admit that EPA made preliminary findings and  
24 issued orders to Defendants to provide temporary water supplies and submit certain information  
25 regarding their operations and groundwater conditions in the East Poplar Oil Field to EPA, but state  
26 that such findings are subject to further challenge and *de novo* review.

27          13.       In answering Paragraphs 44-46, admit that on or about November 17, 2000,  
28

1 Plaintiffs sent Defendants, and others, by certified mail, a "Notice of Intent to File Citizen Suit under  
2 the Safe Drinking Water Act ; state that said "Notice" speaks for itself; state that more than 60 days  
3 have passed since said "Notice" was served upon Pioneer Defendants; state that Plaintiffs' Notice and  
4 Citizen Suit are subject to further scrutiny and challenge; state that whether Plaintiffs' Eighth Amended  
5 Complaint and Citizen Suit Complaint are preempted by governmental proceedings calls for a legal  
6 conclusion.

7 14. In answering Paragraphs 47 and 48, Pioneer Defendants deny the allegations.

8 COUNT ONE (NEGLIGENCE)

9 15. In answering Paragraph 49, the Pioneer Defendants restate their responses to the  
10 allegations in Paragraphs 1-48.

11 16. The Pioneer Defendants deny the allegations of Paragraph 50.

12 COUNT TWO (NEGLIGENCE - RES IPSA LOQUITUR)

13 17. In answering Paragraph 51, the Pioneer Defendants restate their responses to the  
14 allegations in Paragraphs 1-50.

15 18. The Pioneer Defendants deny the allegations of Paragraph 52.

16 COUNT THREE (NUISANCE)

17 19. In answering Paragraph 53, the Pioneer Defendants restate their responses to the  
18 allegations in Paragraph 1-52.

19 20. In answering Paragraphs 54-59, the Pioneer Defendants deny the allegations  
20 therein.

21 COUNT FOUR (STRICT LIABILITY)

22 21. In answering Paragraph 60, the Pioneer Defendants restate their responses to the  
23 allegations in Paragraphs 1-59.

24 21. In answering Paragraph 61, the Pioneer Defendants deny the allegations therein.

25 COUNT FIVE (TRESPASS)

26 22. In answering Paragraph 62, the Pioneer Defendants restate their responses to the  
27 allegations in Paragraphs 1-61.

1           23.     In answering Paragraphs 63-66, the Pioneer Defendants deny the allegations  
2 therein.

3                               COUNT SIX (UNJUST ENRICHMENT)

4           24.     In answering Paragraph 67, the Pioneer Defendants restate their responses to the  
5 allegations in Paragraphs 1-66.

6           25.     In answering Paragraphs 68-70, the Pioneer Defendants deny the allegations  
7 therein.

8                               COUNT SEVEN (PUNITIVE DAMAGES)

9           26.     In answering Paragraph 71, the Pioneer Defendants restate their responses to the  
10 allegations in Paragraphs 1-70.

11          27.     In answering Paragraph 72, the Pioneer Defendants deny the allegations therein.

12                               COUNT EIGHT (VIOLATION OF MONTANA CONSTITUTION)

13          28.     In answering Paragraph 73, Pioneer Defendants restate their responses to  
14 allegations in Paragraphs 1-72.

15          29.     In answering Paragraph 74, Defendants state that the Montanan Constitution  
16 speaks for itself; Defendants deny the remaining allegations in Paragraph 74.

17          30.     In answering Paragraphs 75 and 76, Pioneer Defendants deny the allegations  
18 therein.

19                               COUNT NINE (ATTORNEYS' FEES)

20          31.     In answering Paragraph 77, the Pioneer Defendants restate their responses  
21 to the allegations in Paragraphs 1-76.

22          32.     In answering Paragraphs 78 and 79, the Pioneer Defendants deny the  
23 allegations therein.

24                               COUNT TEN (MEDICAL MONITORING)

25          33.     In answering Paragraph 80, the Pioneer Defendants restate their responses  
26 to the allegations in Paragraphs 1-79.

27          34.     In answering Paragraphs 81-84, the Pioneer Defendants deny the allegations  
28 therein.

1                   COUNT ELEVEN (CITIZENS' SUIT UNDER SAFE DRINKING WATER ACT)

2                   35.     In answering Paragraph 85, the Pioneer Defendants restate their responses  
3 to the allegations in Paragraphs 1-84.

4                   37.     In answering Paragraph 86, the Pioneer Defendants deny that Plaintiffs are  
5 entitled to relief under the Safe Drinking Water Act, and deny that there have been illegal discharges  
6 of contaminants which have affected Plaintiffs.

7                   38.     In answering Paragraph 87, the Pioneer Defendants deny that their actions  
8 have violated, and continue to violate, the Safe Drinking Water Act and regulations thereunder; state  
9 that the allegations in Paragraph 87 constitute a legal conclusion; and state that the Safe Drinking  
10 Water Act and regulations thereunder, speak for themselves.

11                  39.     In answering Paragraph 88, the Pioneer Defendants state that the allegations  
12 therein constitute a legal conclusion; state that they are without sufficient information regarding the  
13 remaining allegations in Paragraph 88, and therefore deny them.

14                  40.     In answering the allegations in Paragraph 89, the Pioneer Defendants deny  
15 the allegations therein.

16                                 AFFIRMATIVE DEFENSES

17                                 FIRST AFFIRMATIVE DEFENSE - FAILURE TO STATE A CLAIM

18                   Plaintiffs' Complaint fails to state a claim against the Pioneer Defendants upon which relief  
19 can be granted.

20                                 SECOND AFFIRMATIVE DEFENSE - STATUTE OF LIMITATIONS

21                   Plaintiffs' claims are barred by applicable statutes of limitations.

22                                 THIRD AFFIRMATIVE DEFENSE - WAIVER, ESTOPPEL AND LACHES

23                   Plaintiffs' claims are barred by laches, estoppel, waiver, contributory negligence and failure  
24 to mitigate.

25                                 FOURTH AFFIRMATIVE DEFENSE - ASSUMPTION OF RISK

26                   Plaintiffs' claims and damages are barred in whole or in part by assumption of risk,  
27 because Plaintiffs voluntarily assumed the risk of conditions, events, occurrences and damages.  
28

1 FIFTH AFFIRMATIVE DEFENSE - CERCLA 9113(h)

2 All courts lack jurisdiction at this time over certain claims and requests of Plaintiffs under  
3 42 USC § 9113(h).

4 SIXTH AFFIRMATIVE DEFENSE - PRIMARY AGENCY JURISDICTION

5 The issues, claims, damages and remedies raised by the Plaintiffs are uniquely and  
6 primarily within the expertise, discretion and primary jurisdiction of federal, state and tribal agencies,  
7 and are being addressed by those agencies.

8 SEVENTH AFFIRMATIVE DEFENSE - ADEQUATE REMEDIES

9 With respect to Plaintiffs' request for injunctive or equitable relief, Plaintiffs have adequate  
10 remedies at law and from federal, state and tribal agencies.

11 EIGHTH AFFIRMATIVE DEFENSE - NEGLIGENCE OF OTHER PARTIES AND  
12 APPORTIONMENT OF LIABILITY

13 Plaintiffs' damages and injuries, if any, were caused in whole or in part by their own  
14 negligence, or negligence or other wrongful conduct of other parties, joined or unjoined, and liability  
15 must be apportioned amongst all such persons in accordance with facts and applicable law, including  
16 apportionment of all potentially negligent tort fees, as under Section 27-1-703, M.C.A.

17 NINTH AFFIRMATIVE DEFENSE - FAILURE TO JOIN ALL NECESSARY PARTIES

18 Plaintiffs have failed to join all necessary parties.

19 TENTH AFFIRMATIVE DEFENSE - NEGLIGENCE

20 The Pioneer Defendants were not negligent in their activities and the Pioneer Defendants'  
21 activities were done pursuant to state and federal law, and the activities of the Pioneer Defendants  
22 did not cause Plaintiffs' alleged damages.

23 ELEVENTH AFFIRMATIVE DEFENSE - NO CAUSATION

24 The damages and injuries of Plaintiffs are the results of actions, inactions and admissions  
25 of Plaintiffs and/or other defendants, or other third parties, and not the result of actions, inactions or  
26 admissions of the Pioneer Defendants' actions or inactions.  
27  
28

1 TWELFTH AFFIRMATIVE DEFENSE - SUPERSEDING INTERVENING ACTS

2 Any and all damages purportedly sustained were the proximate result of independent and  
3 intervening acts, conduct, fault, negligence, breach of duty or misconduct by persons or entities other  
4 than Pioneer.

5 THIRTEENTH AFFIRMATIVE DEFENSE - CONTRIBUTORY NEGLIGENCE

6 Plaintiffs damages, if any, were caused in whole or in part by Plaintiffs' own acts,  
7 omissions or negligence.

8 FOURTEENTH AFFIRMATIVE DEFENSE - RES IPSA LOQUITUR

9 Plaintiffs' Counts Two and Four should be dismissed as a matter of law because  
10 Defendants' operations are not harmful per se, and the doctrines of strict liability and res ipsa loquitur  
11 are not applicable to the claims asserted by Plaintiffs.

12 FIFTEENTH AFFIRMATIVE DEFENSE - TRESPASS

13 Plaintiffs' Count Five (Trespass) should be dismissed as a matter of law because the  
14 Pioneer Defendants did not wrongfully invade the property rights of Plaintiffs, thereby causing actual  
15 damages to Plaintiffs.

16 SIXTEENTH AFFIRMATIVE DEFENSE - UNJUST ENRICHMENT

17 Plaintiffs' Count Six (Unjust Enrichment) should be dismissed as a matter of law because  
18 Pioneer Defendants have not benefitted at the expense of Plaintiffs.

19 SEVENTEENTH AFFIRMATIVE DEFENSE - PUNITIVE DAMAGES

20 Plaintiffs' Count Seven (Punitive Damages) should be dismissed as a matter of law.

21 EIGHTEENTH AFFIRMATIVE DEFENSE - CONSTITUTIONAL VIOLATION

22 Plaintiffs' Count Eight (Constitutional Violation) should be dismissed as a matter of law  
23 because it is not applicable to private non-governmental entities.

24 NINETEENTH AFFIRMATIVE DEFENSE - NO BASIS FOR ATTORNEY FEES

25 Plaintiffs are not entitled to recover attorneys fees in this case under applicable law.  
26  
27  
28

1 TWENTIETH AFFIRMATIVE DEFENSE - MEDICAL MONITORING

2 Plaintiffs' Count Ten (Medical Monitoring) should be dismissed as a matter of law because  
3 such claim is not recognized in Montana, and if it is, Plaintiffs have not and cannot establish that is  
4 applicable in this case.

5 TWENTY- FIRST AFFIRMATIVE DEFENSE - CITIZEN SUIT  
6 UNDER SAFE DRINKING WATER STATUTE

7 Plaintiffs' Count Eleven (Citizen Suit Under Safe Drinking Water Statute) should be  
8 dismissed because it is defective and Plaintiffs have not, and cannot, establish that they can bring a  
9 Citizens Suit Claim.

10 TWENTY SECOND AFFIRMATIVE DEFENSE - MITIGATION

11 Plaintiffs damages in any, are subject to mitigation, and are barred to the extent Plaintiffs  
12 have failed to mitigate.


13 TWENTY THIRD AFFIRMATIVE DEFENSE - SPECULATIVE DAMAGES

14 Plaintiffs' damages are speculative.

15 WHEREFORE, the Pioneer Defendants pray that as to them, Plaintiffs take nothing by their  
16 Complaint, and that Plaintiffs' Eighth Amended Complaint be dismissed with prejudice, and that the  
17 Pioneer Defendants be awarded their costs, and such other and further relief as the court may deem  
18 proper.

19 DATED this 4 day of June, 2001.

20 BROWN LAW FIRM, P.C.

21  
22  
23  
24 By   
John Walker Ross

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CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served on counsel of record by U.S. mail, postage prepaid and addressed as follows this 4 day of June, 2001.

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Robert K. Baldwin  
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Cody, WY 82414-4721

  
BROWN LAW FIRM



COMMUNITY RELATIONS PLAN  
FORMER MESA PRODUCTION/DISPOSAL WELL SITE  
EAST POPLAR OIL FIELD  
FORT PECK INDIAN RESERVATION

Update of March 2000

**I. Introduction**

This document sets forth the Community Relations Plan governing Pioneer Natural Resources USA, Inc.'s investigation at or near a former Mesa Petroleum production well, and an adjacent disposal well, located within the East Poplar Oil Field on the Fort Peck Indian Reservation. Pioneer is conducting a remedial investigation of this area to characterize environmental conditions at the Site and determine whether any response actions are warranted. The Community Relations Plan is designed to satisfy the community relations requirements of the National Contingency Plan, 40 CFR § 300.430, as they relate to remedial investigations.

**II. The Goals of Pioneer's Community Relations Program**

Pioneer designed this Community Relations Plan to promote two-way communication between Pioneer and local residents and citizens groups. Pioneer's decision-making ability is enhanced by actively soliciting comments and information from the public. This Community Relations Plan is responsive to the following goals:

- Establish and maintain effective communication between Pioneer and the community surrounding the Site.

Pioneer has established and will continue to maintain effective communication through its community relations activities. Pioneer will draw on a variety of community involvement tools, including meetings, fact sheets, and public announcements, to facilitate communication about the Site.

- Provide information about Site-related activities and issues to concerned citizens and government officials to increase their awareness and understanding of the Site.

Pioneer has and will continue to provide information to concerned citizens and Federal and local officials. Some of the ways Pioneer will accomplish this objective include fact sheets, activities updates, information sessions, meetings with members of the public, and the dissemination of technical reports through an information repository.



Pioneer will provide information about Site-related activities in a timely, accurate, and consistent manner.

- Incorporate community views into decision-making concerning the Site.

Wherever possible, Pioneer's investigation of the Site will reflect the views of the local citizenry or their representatives.

### **III. Pioneer's Community Relations Activities to Date**

Pioneer representatives (collectively referred to as "Pioneer") already have undertaken to communicate with local residents and organizations. Pioneer met with the Fort Peck Tribal Environmental Manager, Deb Madison, and the Tribal Geologist, Larry Monson. In addition, Pioneer visited with residents in the area of the Site, including Mr. and Mrs. Lockman and Mrs. Trottier. Pioneer also is coordinating with the U.S. Environmental Protection Agency ("EPA") pursuant to a Safe Drinking Water Act administrative order issued to Pioneer and several other companies. A number of additional community relations activities will be undertaken, as described below.

### **IV. Ongoing Community Relations Activities**

To achieve its community relations objectives effectively and efficiently, Pioneer currently intends to pursue the following community relations activities for the Site. Pioneer will conduct these activities throughout the remedial investigation process to ensure that the community is informed of Site activities and developments and to ensure that the public has sufficient time to express its concerns.

*Activity 1:* Designate a Pioneer Community Involvement Coordinator for the Site.

*Objective:* To ensure prompt, accurate, and consistent information and responses about the Site.

*Method:* Charles Peterson of MSE-HKM Engineering has been designated as the Community Involvement Coordinator for the Site.

Mr. Peterson has established and will maintain communications with concerned citizens and Federal and local officials. Mr. Peterson also will help implement Pioneer's community relations activities and be available to the public via telephone. Mr. Peterson can be contacted at 406-656-6399.

*Activity 2:* Respond Promptly and Accurately to Inquiries from Residents, Public Officials, and Community Groups.

*Objective:* To maintain two-way communication between Pioneer and the local community.

*Method:* Pioneer will use meetings and printed material to respond to public concerns and inquiries, and also will use the Community Involvement Coordinator to provide personal responses. The Coordinator will respond to all inquiries promptly and will be accessible to the public by telephone.

*Activity 3: Notify the Community of Site Activities on a Regular Basis*

*Objective:* To provide the public with information about Site activities, thereby minimizing concerns about activities and possible disruptions to the community.

*Method:* Pioneer has and will continue to disseminate information to the public through various tools, including fact sheets, information sessions, meetings with the public, and placing relevant records in the information repository, all as discussed further below.

*Activity 4: Update Community Relations Plan*

*Objective:* To reflect changes in the level and nature of community concern and changes or progress in Pioneer's response activities.

*Method:* The Community Relations Plan will be revised as necessary to accomplish the above-stated objective.

*Activity 5: Prepare and Distribute Fact Sheets, Public Notices, or Technical Summaries*

*Objective:* To provide the public with up-to-date information on the status and findings of investigatory activities.

*Method:* Fact sheets and/or other outreach documents will be mailed to all parties on the Site mailing list (see below). Copies will be available at the information repository. Fact sheets will be distributed when significant new information about Site activities is available or when Pioneer needs to announce a public meeting or other Pioneer-sponsored activity. If appropriate, notices may be published in the local newspaper.

*Activity 6: Meet with Members of the Public*

*Objective:* To provide a forum for Pioneer to explain the investigatory process, share information on Site-related activities, and request input from the community.

*Method:* Pioneer has and will continue to hold meetings as warranted by Site activities or requested by the community.

*Activity 7: Solicit Comment on Any Proposed Remedial Plan*

*Objective:* To request public input on a cleanup plan if Pioneer's investigation demonstrates that cleanup activities are warranted.

*Method:* Pioneer will be coordinating closely with EPA as to any proposed response action. In conjunction with EPA, and in accordance with any applicable regulations, Pioneer will solicit comment on the selection of an appropriate remedy for the Site, if any.

*Activity 8: Maintain and Update a Site Mailing List*

*Objective:* To mail fact sheets and other Pioneer materials to residents and to contact residents about other community involvement activities.

*Methods:* Pioneer will maintain an up-to-date listing of residents, local officials, community groups, and other interested parties. The mailing list will be derived from public meeting sign-in sheets, expressions of interest from citizens or groups, and those tribal or governmental officials with a known interest in the Site.

*Activity 9: Establish and Update an Information Repository*

*Objective:* To provide the public with easy access to information on the Site.

*Methods:* Pioneer has established the Fort Peck Tribal Environmental Officer, Debra Madison, as the information repository for the Site. The repository will be located at 605 Indian Avenue, Poplar, MT 59255, and can be contacted through Ms. Madison's office at 406-768-5155. Pioneer will place Site-related documents in the information repository as the documents are released.



*Report*

# Field Investigation Biere Well Evaluation, Poplar, Montana

Prepared for  
Pioneer Natural Resources

August 2000

**CH2MHILL**



## Summary

The primary findings of this investigation are the following:

1. This report is primarily designed to present the field investigation results as a source of data with minimal interpretation.
2. The study area is underlain by tight clayey glacial till. Beneath the till is a gravel aquifer of highly variable thickness and water bearing properties. The aquifer is confined above by the till and below by the Bear Paw Shale. As a consequence of these enveloping confining units the aquifer is under confined to semi-confined conditions over much of the area.
3. The shallow aquifer water chemistry in an undefined area extending from the Biere well site to the east beyond the Trottier residence has been essentially replaced by sodium chloride brine.
4. Benzene concentrations exceed MCLs in the crude oil and in several monitoring and unused domestic wells, which suggests that the native oil is the source of benzene (and other BTEX constituents). Either multiple sources and/or complex hydrogeologic flow patterns are believed responsible for the observed benzene distribution.
5. The most likely source(s) of saline water and BTEX in the study area are petroleum wells penetrating the Mississippian Age oil formations at depth.
6. All the oil exploratory, production, and salt water disposal wells drilled in the study area, and the historical handling of the produced fluids, may have contributed and many may still be contributing BTEX and saline water into the shallow aquifer at highly variable rates. Water chemistry signatures evaluated to date do not allow differentiation between the multiple possible sources.
7. Either or both the Biere Production and Relief Wells appear to be a specific source of saline water impacting the shallow aquifer in the immediate vicinity of the Biere wells, and this impact appears to extend at least 1/3 mile to the west. Other specific sources, flow paths, and direct mechanisms responsible for water quality impacts beyond the immediate vicinity of the Biere wells cannot be determined with the available data.
8. A secondary shallow groundwater system that is largely unaffected by saline water is present east of the Biere well site and appears to extend at least to the new supply well (M-30) southeast of the impacted area.
9. The data presentation and resultant preliminary interpretations presented in this report are heavily influenced by limited data distribution, especially to the southeast, south, and southwest.



ADDITION TO WELL RECORD

505-637-3586

BIERE #1-22

TRATOR: MESA  
SPECT: SYNDER SW POPULAR  
LOCATION: SEC 22-T28N-R51E  
COUNTY, STATE: ROOSEVELT CO., MT  
MESA WI: 43.33%  
AFE NO.: A4-016  
AFE COST: \$30,100

OP NO.: 04-MT-0399-01  
ID NO.: 01-04-MT-0399-0001-000-0  
TYPE WELL: ABANDONMENT  
CASING: 8 5/8" @ 741'  
CASING: 5 1/2" @ 5,845'

~~REMOVED~~

9/11/84

SEP 21 1984

PO: Prep to release pkr & POH w/tbg

MI & RU WellTech PU @ 0900 hrs, 9-10-84. Set pumps & pits @ 1400 hrs. Loaded pits w/wtr & SDON.

CWC \$1,740

9/12/84

PO: Prep to mix 14 ppg mud & attempt to kill well

Mixed 100 BSW w/10.5 ppg mud. Pumped 25 bbls down tbg & killed well. Attempted to ND wellhead. Well flowed up csg @ 9 BWPH @ 50 psi. Pumped 75 bbls down csg, but was unable to kill well. Well flowed back 36 BW, no gas & light trace of oil. SION.

CWC \$3,924

3/84

: Prep to kill well & POH w/pkr & tbg

WO for truck (4 hrs) to haul 125 BSW to location. Mixed 10.9 ppg mud (42 vis). Pumped 30 bbls 10.9 ppg mud down csg in unsuccessful attempt to kill well. SDON.

CWC \$3,924

9/14/84

PO: Prep to pump cmt plugs/P&A

Opened csg to tank battery. Well flowed approx 9 BPH. Pumped 50 bbls 10.9 ppg mud down csg & 30 bbls down tbg. Still unable to kill, appears to have csg leak in the Judith River Formation. Tied csg into tank battery & flowed 140 BW in 2 hrs (increased from 9 BPH to 70 BPH). Ordered out backhoe & dug pits to flow into while attempting to install BOP & stripping head. Unable to install BOP due to strong kick from csg. SION.

CWC \$12,638

XC: RESERVOIR, ACTG., CEN. RCDS., PROD RCDS., GAS CONT., DRLG MGR, DIV MGR, D&M, MC&P  
MATERIAL CONTROL, PRODUCTION FOREMAN



WIRE #1-22  
ADDITION TO WELL RECORD  
PAGE 2

9/15/84

PO: Prep to P&A

WO cmt 4 hrs. Halliburton had PU bulk trucks from evening before & had not notified Mesa. Established IR of 5 BPM w/no pressure down tbg. Mixed 50 sx Class "H" cmt (16.5 ppg) & pumped down tbg @ 5 BPM w/700 psi. Displaced w/33.3 BFW. Let set 1 hr. RU Oilwell Perforators & RIH. TOC @ 5760'. Shot 4 shots @ 5750'. Mixed 30 sx Class "H" cmt (16.5 ppg) & displaced w/31 BFW leaving 315' of cmt inside & outside tbg from 5435' to 5750'. RU perforators & shot 12 holes w/1 9/16" gun @ 993-996'. Mixed 30 sx Class "H" cmt & pumped down tbg on vacuum. SI tbg. Mixed & pumped 85 sx down 5 1/2" csg. SI csg. Mixed & pumped 25 sx down 8 5/8" csg. Mixed & pumped an additional 20 sx down tbg. Released rig @ 1830 hrs, 9-14-84.

CWC \$25,638

9/16/84

PO: Prep to P&A

Mixed 65 sx Class "H" cmt & pumped into surface csg. WOC 1 hr. Mixed & pumped 60 sx Class "H" cmt into surface csg @ 2 BPM w/max pressure 200 psi. Mixed & pumped 20 sx Class "H" cmt into surface csg after WOC 2 hrs.

CWC \$27,335

9/17/84

PO: Prep to P&A

Surface csg still has small leak. Will attempt to pump 50 sx Class "H" cmt into surface csg.

CWC \$27,335

9/18/84

PO: FINAL REPORT - P&A

Mixed & pumped 1 bbl cmt down 5 1/2" - 8 5/8" annulus @ 1200 psi. (held @ 800 psi). SD for 2 hrs. Cut off csg & tbg 4' below GL. Welded cap on 8 5/8" csg. Poured 10 sx cmt on top of cap.

CWC \$30,941

FINAL REPORT - P&A

BIERE A-1 SWD

9/16/84

PO: Prep to P&A

Ordered 250 sx Class "H" cmt. Mixed & pumped down tbg & csg. Held 250 psi.

CWC \$3,254

ADDITION TO WELL RECORD  
PAGE 3

7/84  
FINAL REPORT - P&A

Cut csg 4' below GL. Welded cap on csg.

CWC \$4,104

FINAL REPORT - P&A